



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF  
MANAGEMENT SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. PSCO-727**

**FOR SERVICE:**

**TO PERFORM A CHILD CARE MARKET RATE SURVEY  
OF DELAWARE'S CHILD CARE PROVIDERS  
FOR**

**THE DIVISION OF SOCIAL SERVICES  
1901 N. DUPONT HWY.  
LEWIS BUILDING  
P.O. BOX 906  
NEW CASTLE DE 19720**

Deposit  
Performance Bond

Waived  
Waived

**Date Due: January 8, 2007  
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on **December 11, 2006, 9:00 a.m.** at Delaware Health and Social Services, The Division of Social Services, Herman M. Holloway Sr. Campus, South Loop, Lewis Building, Conference Room #199, 1901 N. Dupont Highway, New Castle, DE 19720.

**DELAWARE HEALTH AND SOCIAL SERVICES  
DIVISION OF MANAGEMENT SERVICES  
PROCUREMENT BRANCH  
HERMAN M. HOLLOWAY SR. CAMPUS  
1901 NORTH DUPONT HIGHWAY  
NEW CASTLE, DE 19720**

## REQUEST FOR PROPOSALS (PSC# 727)

Sealed proposals for Child Care Market Rate Survey for the Division of Social Services, Delaware Health and Social Services, Herman M. Holloway Campus, 1901 N. DuPont Highway, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, South Loop, Main Administration Building, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:00 A. M. local time, on January 8, 2007, at which time they will be opened, read and recorded.

Two original and ten copies of the proposal, in accordance with the attached request for proposals, must be received on or before **January 8, 2007, 11:00 A. M.**

**ALL PROPOSALS MUST BE SENT TO THE ATTENTION OF:**

Sandra Skelley, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

**RFP Issue Date:**        **November 27 and December 4, 2006**

**Mandatory Pre-bid Meeting:**        **December 11, 2006, 9:00 a.m.**  
**Conference Room #199**  
**Lewis Building**  
**Herman M. Holloway Sr. Campus**

**Attendance must be prompt**

All inquiries regarding this matter should be directed to:

Eulinda DiPietro  
1901 North duPont Highway  
Lewis Building  
P. O. Box 906  
New Castle, DE 19720

Telephone: (302) 255-9643

Fax: (302) 255-4425

All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must be signed and all information on the signature page completed.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

If you do not intend to submit a bid and you wish to be kept on our mailing list, you are required to return the face sheet with 'NOBID' stated on the front with your company's name, address and signature.

**FOR FURTHER BIDDING INFORMATION, PLEASE CONTACT:**

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLDG., 2<sup>ND</sup> FLOOR, ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. CAMPUS  
NEW CASTLE, DE 19720  
PHONE: (302)255-9290

The contract(s) resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal, if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Hollow Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

**IMPORTANT: DELIVERY INSTRUCTIONS**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.**

## TABLE OF CONTENTS

I.	Background	5
II.	Project Overview	5
III.	Scope of Work	5
IV.	Department/CONTRACTOR Responsibilities	7
V.	Special Terms and Conditions	8
VI.	Method of Payment	10
VII.	Format and Content of Bidder Response	10
VIII.	General Instructions for Submission of Proposals	12
IX.	Selection Process	16
	Appendix A Bidders Signature Form	18
	Appendix B Certification Sheet	19
	Appendix C Statements of Compliance Form	22
	Appendix D Budget Sheet	23
	Appendix E Standard Department of Health and Social Services' Contract	24
	Appendix F Divisional Requirements	33
	Appendix G Policy Memorandum #46	34
	Appendix H Waiver of Insurance Coverage	35

Appendix I DSS: Request for Proposal Checklist	37
Appendix J Office of Minority and Women Business Enterprise Self Certification Tracking Form	38
Appendix K Definitions	39
Appendix L Notification to Bidders	40
Appendix M Letter of Interest	41
Appendix N Prior Survey Instrument	42

## **I. BACKGROUND**

The Department of Health and Social Services (DHSS) is the single State agency mandated by the federal government and the State of Delaware to administer state and federally funded financial assistance programs for Delaware's needy citizens. Within the Department, the Division of Social Services (DSS) is directly responsible for these programs, which include TANF, Food Stamps, Medicaid, General Assistance, Subsidized Child Care, and Employment and Training.

The DSS mission is to provide an integrated system of opportunities, services and income supports that enables recipients to:

- Develop self-sufficiency; and
- Achieve and maintain independence.

Several child care funding streams constitute a continuum of child care services for families trying to become and remain self-sufficient. These funding sources include the Child Care and Development Fund, Social Services Block Grant and State dollars. Together they form a seamless child care system.

Although Delaware is a small state geographically and has a relatively small number of child care providers, it encompasses a wide socioeconomic range. It ranges from the strictly urban Wilmington area, through a fast-growing suburban population in New Castle County, to the combination of rural and urban regions south of the Chesapeake and Delaware Canal. These factors and the multitude of other variables, which affect child care costs, necessitate a complex survey of market rates.

## **II. PROJECT OVERVIEW**

The Division of Social Services is seeking a contractor to conduct a local market rate survey of child care providers in the State of Delaware.

## **III. SCOPE OF WORK**

The contract will cover a local market rate survey.

The CONTRACTOR will conduct a survey of child care providers to ascertain the child care market price or price providers charge private pay clients based on type of care, county, age of child and unit of service. Type of care includes licensed providers (centers and family child care homes) and licensed exempt providers (exempt centers and school age programs). Once the child care market prices are established based on provider responses, the 75<sup>th</sup> percentile of the market rate is determined. The 75<sup>th</sup> percentile is used as a reference point to determine if families who receive child care subsidy have equal access to child care services. The survey will also gather data on rate

differentials for special needs care, off hours care, and sick child care per county. The survey must be defensible in Delaware, meaning that providers and the State must agree on the equality and accuracy of the survey. The CONTRACTOR will ensure that a final report, approved by the State, is provided to the DSS no later than **April 30, 2007**.

The CONTRACTOR will determine the 75<sup>th</sup> percentile two ways: first, by giving equal weight to each respondent; second, by weighting each respondent based on the number of slots that respondent has.

Services related to the county based market rate survey include:

- Providing general consultation services;
- Designing the sample:
  - The sample will include child care centers and family child care homes; and be large enough to allow for establishment of market rates for homes and centers, by county and age of child;
- Obtaining the data from which to draw the sample including working with the data to create an unduplicated database of providers:
  - Information on licensed facilities will come from the Department of Services for Children, Youth and Their Families, Division of Family Services. Information on license exempt care will come from Family and Workplace Connections (FWC). If the CONTRACTOR is not FWC, the CONTRACTOR will include a cost for working with FWC to obtain their data.
- Pulling the sample;
- “Cleaning” the sample, including the removal of inactive providers and the addition of new, active providers;
- Reviewing the prior survey instrument (attached in appendix) and recommending modifications;
- Pre-Testing the survey instrument, if modified;
- Recruiting interviews;
- Managing/supervising interviews;
- Conducting the survey;
- Tracking calls and replacing inactive providers in calls with low response rates;
- “Cleaning” final interview data;
- Analyzing data and computing local market rates for child care centers and child care homes, by county, age of child, unit of service;
- Preparing the Final Report and recommendations.

## IV DEPARTMENT/CONTRACTOR RESPONSIBILITIES

### DEPARTMENT RESPONSIBILITIES:

- The Department of Health and Social Services will retain ultimate decision-making authority required to ensure contracted services are provided.
  - Project coordination - A project coordinator will be appointed by the Director of the Division of Social Services and, under the auspices of the Director, will provide the guidance necessary for the CONTRACTOR(s) to provide the contracted services. The coordinator will take all reasonable steps to facilitate CONTRACTOR tasks, as well as, serve as a resource to the CONTRACTOR.
  - Approval of Deliverables - The project coordinator will review, evaluate, and approve all deliverables prior to the CONTRACTOR being released from further responsibility.
  - Policy Decisions - The Department of Health and Social Services retains final authority for policy decisions.

### • CONTRACTOR RESPONSIBILITIES:

- All written material submitted as part of the contract, and its supporting data, must also be provided in computer/electronic file format compatible with Microsoft Office products 2000, 2003 or XP.
- The contractor must provide a work plan as a part of the proposal that:
  - Identifies a schedule of how and when project deliverables are to be completed and the agreed upon payments.
  - Identifies tasks and sub-tasks necessary to successfully complete project deliverables. For each task, the plan will include a brief description and staffing. The CONTRACTOR will be responsible for keeping all work associated with each project task on schedule.
- Complete the Market Rate Survey.

The CONTRACTOR will compile a database of providers, develop a survey instrument, conduct the survey, analyze the results and prepare a final report.

- Deliverables:
  - Study Sampling Plan
  - Final Survey Document
  - Data Collection
  - Data and Data Analysis
  - Final Report: Due Date – **April 30, 2007**

## V. SPECIAL TERMS AND CONDITIONS

### One Vendor to be selected

This contract will be awarded to one statewide bidder who can provide the specified service in relation to all three counties of the State of Delaware.

### Contract Monitoring

The CONTRACTOR will be monitored on a regular basis throughout the duration of the contract. Failure of the CONTRACTOR to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

### Standards for CONTRACTORS

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided and its' qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the prime contractor will bind sub or co-contractors to the prime contractor by the terms, specifications and standards of the concept planning document and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under the concept planning document and any with respect to the services to be performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the concept planning document shall create any contractual relation between any sub or co-contractor and the Agency.

### Funding disclaimer clause

The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event the State determines that state or federal funds are no longer available to continue the contract

### Reserved Rights

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

- Reject any and all proposals received in response to this concept planning document.
- Select a proposal other than the one with the lowest cost.
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time;
- If negotiations fail to result in an agreement within two (2) weeks, the Division of Social Services may terminate negotiations and select the next most responsive and responsible

bidder, re-advertise, prepare and release a new concept planning document, or take such other action as the Department may deem appropriate.

#### Contract Termination Conditions

The Department may terminate the contract(s) resulting from this request at any time that the contractor fails to carry out the provisions of the proposal or make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the contractor with thirty (30) days written notice of conditions endangering performance. If, after such notice, the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and deliver all work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the contractor may be terminated on a date prior to the end of the contract period without penalty to either party.

This Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for any or all of the stated Contractor services as described in this or associated contractual documents,
- c) by either Party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in this or associated contractual documents.

In the event of termination, all finished or unfinished documents, data, studies, surveys, and reports or other material prepared by CONTRACTOR under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the CONTRACTOR, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

## **VI. METHOD OF PAYMENT**

Services will be compensated based on a fixed price. Payments will be made based upon the CONTRACTOR'S submission of deliverables.

When an invoice is presented for a deliverable, which has been deemed by the Department to be acceptable within the terms of the contract, the agencies involved, will authorize and process for payment said invoice within thirty (30) days after the date of receipt of the invoice.

The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **VII. FORMAT AND CONTENTS OF BIDDER RESPONSE**

Proposals should contain the following information, adhering to the order as shown.

### Title Page

The Title Page shall include:

- ◆ The RFP PSC # and subject
- ◆ The name of the applicant
- ◆ The applicant's full address
- ◆ The applicant's telephone number
- ◆ The name and title of the designated contact person
- ◆ The bid opening date (state the date and time)

### Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page numbers.

#### 1. Technical Proposal Format

Qualifications and Experience - This section should contain sufficient information to demonstrate the organization's experience and staff expertise to carry out the project. A statement must be included that the organization either has or certifies it will secure a Delaware Business License prior to initiation of the project.

An organizational chart, company history and performance must be included.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of those specific individuals need to be presented (resumes or other formats). Job descriptions are also required.

The names and telephone numbers of at least two individuals for whom the organization carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills may be cited.

**This section should not be longer than two pages. Organizational chart, resumes, and job descriptions may be considered attachments and not part of the two-page limit.**

- Conceptual Considerations- This section allows presentation of any details not included elsewhere, that demonstrate your understanding of the scope of the project, your consideration of issues that may arise in its execution, any proprietary strengths as they relate to this project, any original initiatives that may enhance outcomes, or supporting information to your choice of methodology.

**The Conceptual Considerations discussion should not be longer than two pages.**

Proposed Methodology - This section should describe in detail the approach that will be taken to carry out the tasks listed in Section III (Scope of Work).

**The Proposed Methodology should not exceed 12 pages.**

Work Plan - Specific completion dates for the various tasks need to be shown, along with the name(s) of the individual(s) who will be responsible for the given activity.

**The Work Plan should not be longer than one page.**

## 2. Budget Proposal Format

Prices should be presented for each deliverable: the work plan, the Local Market Rate survey including the final report, and the provider component. The budget is to include managing, staffing, performing and completing all work associated with identified tasks. The project cost should be detailed using Appendix D.

The CONTRACTOR should describe any factors that may have an impact on the contract cost and should provide a suggested payment schedule, contingent upon completion of various project tasks.

## 3. Bidder References

The names and telephone numbers of at least three agencies/organizations for whom the organization carried out a similar project must be included. If no similar project has been conducted, other projects requiring comparable skills may be cited.

The bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department., Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding

bidder performance gathered from these sources may be included in the Committee’s deliberations and factored in the final scoring of the bid. Failure to list any contract as required by the paragraph may be grounds for immediate rejection of the bid/termination of the contract (if awarded).

#### 4, Forms

The *Bidders Signature Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification).

The *Certification Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification.)

The *Statement of Compliance Form* must be signed by the appropriate authorized representative and included in the back portion of the submitted proposal, to assure that he/she will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

The *standard boilerplate contract for the State of Delaware, Delaware Health and Social Services* is included as an appendix to the Request for Proposal. This boilerplate contract must be signed. This boilerplate takes precedence over all other elements of proposals submitted to include appendices. The bidder should review and specify any objections or comments in the proposal.

### VIII. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

#### Number of copies

Required: Two (2) signed originals and ten (10) copies of your response (the following inclusion is optional, at the program manager’s discretion – as well as two (2) CD’s with the entire Proposal Volume included as a single file in both Adobe PDF and MS Word formats. MPP and other special format files included in the proposal are also to be saved separately on the CD’s so they can be viewed in their native software format. Include a directory document in MS Word format that includes a listing of all files included on the CD. This “CD Directory.doc” file shall contain each file name, short descriptive title and native software name. The second CD shall be a copy of the first, and all copies and CD’s) as well as the signed originals and ten (10) copies shall be submitted to:

Sandra Skelley, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

Proposals should be typed double-spaced on 8 1/2 x 11 paper, each page numbered, and each section of the proposal must be tabbed.

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the mailing list, you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

#### Closing Date

All responses must be received by no later than **January 8, 2007 at 11 a.m.** Late submission is cause for disqualification. **DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.**

#### Notification of Acceptance

Notification of acceptance will be made in writing to all bidders.

#### Questions

Questions regarding this Request for Proposal will be received anytime between **12:00 P.M. November 27, 2006 and 12:00 P.M. December 4, 2006.** Questions will be entertained at the Mandatory Pre-Bid Conference and a written summary of all questions and answers will be provided to a representative of each agency who attends the Mandatory Proposers Conference. Questions regarding this request may be submitted either by fax (302) 255-4425 or by e-mail to [eulinda.dipietro@state.de.us](mailto:eulinda.dipietro@state.de.us) by the **12:00 P.M. December 4, 2006** deadline.

#### Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the CONTRACTOR. The State will not divulge to outside sources the specific content of any proposal to the extent that the CONTRACTOR identifies the contents as privileged or confidential.

#### Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

#### Acceptance of Bids

DHSS reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to the concept planning document.

### Investigation of Contractor's Qualifications

DHSS may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DHSS may request for this purpose.

### Request for Proposal and Final Contract

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

### 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 contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in the proposal shall remain fixed and valid for 150 days after the proposal due date.

### Amendments to Proposals

Amendments to proposals will not be accepted after the submission deadline for proposals is passed. The State reserves the right at any time to request clarification and/or further technical information from any or all CONTRACTORS submitting proposals.

### Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidding CONTRACTOR.

## Procurement Timetable

The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement.

<b>EVENT</b>	<b>DATE</b>
RFP advertisement and issuance	<b>November 27 and December 4, 2006</b>
Pre-bid Meeting	<b>December 11, 2006</b> Herman Holloway Campus 1901 North duPont Highway Lewis Building, Room 199 New Castle, De 19720
<b>Bid Opening</b>	<b>January 8, 2007 (11:00 a.m.)</b>
<i>Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on January 8, 2007 at 11:00 a.m.</i>	
Selection Process	<b>January 8 – January 19, 2007</b>
Negotiations	<b>January 25, 2007</b>
Issue Award Notices	<b>February 1, 2007</b>
Sign Contract(s)	<b>February 13, 2007</b>
P.O Approval Process	<b>February 13 – February 16, 2007</b>
Estimated Contract Start Date	<b>February 26, 2007</b>
Contract Completion Date	<b>May 28, 2007</b>

### Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the

laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware’s Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

**IX. SELECTION PROCESS**

All proposals submitted in response to this Request for Proposals will be reviewed by a Selection Committee composed of the project director and other appropriate Division representatives. The final selection of a CONTRACTOR or CONTRACTORS will be made by the Director of the Division of Social Services, based upon the recommendations of the Selection Committee. If necessary, oral reviews may be requested.

Proposal Evaluation Criteria

Each proposal will be rated against review criteria corresponding to the items outlined below. Points will be awarded to each area:

Category	Assigned Points
Meets Mandatory RFP Provisions	PASS/FAIL
Organization, Staff Qualifications and Experience	15
Understanding Scope of the Project	40
Work Plan and Proposed Methodology	25
<u>Fiscal</u>	20
<b>Total</b>	<b>100</b>

Note Regarding Project Cost

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject as technically unqualified proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

**APPENDIX A**



**STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES**

**BIDDERS SIGNATURE FORM**

**Name of Bidder** \_\_\_\_\_  
**Signature of Authorized Person** \_\_\_\_\_  
**Type in Name of Authorized Person** \_\_\_\_\_  
**Title of Authorized Person** \_\_\_\_\_  
**Street Name/Number** \_\_\_\_\_  
**City, State, and Zip Code** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Fax Number** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Bidder's Federal Employers Identification No.** \_\_\_\_\_  
**Delivery Day/Completion Time** \_\_\_\_\_  
**F.O.B.** \_\_\_\_\_  
**Terms** \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX B**  
**Certification Sheet**



**DELAWARE HEALTH AND SOCIAL SERVICES**  
**REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of\_\_\_\_\_.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

n. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**APPENDIX C**

**STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES**

**Statements of Compliance Form**

As the official representative for the CONTRACTOR, I certify on behalf of the agency that:

---

(Company Name)

will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D**  
**Budget Summary Page**

**DELIVERABLE:**

**AMOUNT TO**  
**BE PAID STAFF**

(List By Individual; Specify  
Amount of Time On Project, No.  
of Days or Hours)

**SUPPLIES/MATERIALS**

**PHOTOCOPYING**

**OTHER**

(Please Specify, e.g., Travel, Lodging, Etc.)

**OVERHEAD**

(Please Itemize)

**TOTAL** **\$**

## APPENDIX E



*DELAWARE HEALTH  
AND SOCIAL SERVICES*

---

### CONTRACT

#### A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

#### B) Administrative Requirements

1. Contractor 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 Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain 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 Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	\$1,000,000
and	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

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

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods

and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a. by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b. by the Department upon fifteen (15) calendar days written notice of the loss or reduction of funding for the stated Contractor services as described in this or associated contractual documents or appendices.
  - c. by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in this or associated contractual documents or appendices..

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not

extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.

20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.

24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures

regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date  
For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## **APPENDIX F**

### **Divisional Requirements**

1. The Contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal PSC# 727.
2. The Contractor must maintain documentation, as identified in the RFP to support all payment claims submitted to and paid by the Division of Social Services (DSS) (The Division).
3. The Contractor agrees to submit monthly, quarterly, and annual program performance reports, as well as other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the Contractor fails to comply with these requirements.
4. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this Contract, shall be subject to audit by duly authorized Federal and State officials.
5. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this Contract and RFP application as approved by the Department.
6. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
7. The Contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the Contract.
9. The Contractor will provide the program coordinator (i.e., name as provided on the Certificate of Insurance, in the Certificate Holder location) with copy of insurances held and will provide copy of same when there is any change in status to policy.

**APPENDIX G**

**Policy Memorandum #46**  
**(Not Applicable)**

## **APPENDIX H**

### **Waiver of Insurance Coverage**

#### **Background**

The Department's new standard contract boilerplate contains a set of updated clauses relating to the type and amounts of insurance coverage required of contractors/vendors that do business with the Department. These clauses were developed with the input and guidance of the Attorney General's Office and the State Office of Risk Management.

In certain instances, the cost of obtaining such insurance coverage, although nominal, may cause an undo burden to the contractor/vendor and jeopardize the ability of the Department to complete the agreement.

In such cases, the affected Division Director may request a waiver of the insurance coverage amounts, using the following procedure. This waiver process is for the coverage limits only. As in the past, all contractors must maintain general and liability coverage, or submit to the Division proof of sufficient assets for self-insurance. The Department will not waive the requirement for insurance or self-insurance under any circumstances.

#### **Procedure**

- 1) During the contract negotiating process, should a potential vendor voice concern that the required insurance coverage amounts will cause them to withdraw from consideration, the Division shall request the vendor to submit the following information in writing:
  - a description of its current insurance type and coverage amount,
  - a quote from its insurance provider of choice for a policy that will meet the minimum requirements of the contract. This quote shall be on the insurance carrier's corporate letterhead.,
  - a statement as to why the required coverage amounts are burdensome.
- 2) The Division Director will then submit a request to waive the Department's insurance coverage amounts to the Director, Division of Management Services.

This request shall contain the following information:

- information from the vendor and its insurance carrier gathered as part of Step #1 above,
  - a statement describing the type of service to be provided under the proposed agreement, the frequency of delivery, the location of service delivery,
  - the period of performance of the proposed agreement,
  - any other information regarding the proposed agreement that will enable the Office of Risk Management to make an informed judgement on the waiver request.
- 3) The waiver request will be reviewed by the Division of Management Services and forwarded to the State Office of Risk Assessment for an opinion.
  - 4) The decision of the Office of Risk Assessment will be returned to the Division of Management Services, which will in turn, inform the requesting Division.
  - 5) It is expected this process will take approximately five working days once the waiver request has been submitted to the Division of Management Services with all the required information.

**APPENDIX I**  
**DSS: Request for Proposal Checklist**

Cover Sheet with PSC #	_____
Table of Contents	_____
Background	_____
Project Overview	_____
Scope of Work	_____
Department Responsibilities	_____
Contractor Responsibilities	_____
Special Terms and Conditions	_____
Method of Payment	_____
Format and Contents of Bidder Response	_____
General Instructions for Submission of Proposals	_____
Procurement Timetable	_____
Selection Process	_____
 <u>Forms:</u>	
Bidders Signature Form (Appendix A)	_____
Certification Sheet (Appendix B)	_____
Statement of Compliance Form (Appendix C)	_____
Budget Sheet (Appendix D)	_____
Office of Minority and Women Business Enterprise Self Certification Tracking Form (Appendix J)	_____
Letter of Interest (Appendix M)	_____

APPENDIX J



**OFFICE OF MINORITY AND WOMEN  
BUSINESS ENTERPRISE  
SELF-CERTIFICATION TRACKING FORM**

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAILADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

PLEASE CHECK ONE---CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone #' (302) 739-4206 (Sandy Stump)

Fax# (302) 739-7839 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## ATTACHMENT K

### Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

#### **Women Owned Business Enterprise (WBE):**

At least 51% is owned by a women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

#### **Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

#### **Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

#### **Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

#### **Individual:**

Self-explanatory

For Certification in one of above bidder must contract:

Sandy Stump

Office of Minority and Women Business Enterprise

(302) 739-74206

Fax (302) 739-5561

## ATTACHMENT L

### Notification to Bidders

**"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."**

**APPENDIX M**  
**Letter of Interest**

Ms. Sandra Skelley  
Department of Health and Social Services  
Division of Management Services, Procurement Branch  
Herman M. Holloway, Sr. Health and Social Services Campus  
1901 N. DuPont Highway  
Administration Bldg., 2<sup>nd</sup> Floor  
New Castle, Delaware 19720

Dear Ms. Skelley:

Please consider this as the brief letter of interest to submit a proposal for RFP PSC-727  
Local Market Rate Survey of Delaware's Child Care Providers.

Sincerely,

\_\_\_\_\_ Proposer's Authorized Representative

\_\_\_\_\_ Proposer Organization

\_\_\_\_\_ Proposer's Address

## APPENDIX N

### Delaware 2005 Family Child Care Survey

3/08/05

1. As a family child care provider, are you presently serving children in your program and receiving payment for your services?

1. no \_\_\_

If No, continue to 1B

2. yes \_\_\_

If YES, go to 1A.

- 1A. How many children are enrolled in your daytime program, for whom you receive payment? [PROBE: This does not mean your licensed capacity, but the total number of children enrolled over the course of a week, for the program that you operate during day-time hours.

"total number of children" = private paying AND Purchase of Care

"day-time hours" means *any hours* between 5:30 A.M. and 7 P.M.

\_\_\_\_\_ # of children  
GO TO Q2

- 1B. In your child care program held during the day, have you served any children within the past month or do you expect to serve any children within the next month? [PROBE: "during the day" means *any hours* between 5:30 A.M. and 7 P.M.]

1. no \_\_\_ If No, READ: 2. yes \_\_\_ If YES, go to 1C

**Thank you for participating  
in this survey. That's all I need  
to ask of you. Have a nice day.**

**END FINAL DISPOSITION**

1C. Were you paid for the children you served during the past month... or will you be paid for the children you will serve within the next month?

1. no \_\_\_\_

If NO, READ

2. yes \_\_\_\_

If YES, go to 1D.

**Thank you for participating  
in this survey. That's all I need  
to ask of you. Have a nice day.  
END FINAL DISPOSITION**

1D. How many children is this altogether? \_\_\_\_\_

[PROBE: Please give me the total number of children you served within the past month and will serve within the next month... for whom you were paid or will be paid.]

**READ:** "Throughout this survey please refer to this child or these children when I ask you questions about the children you are serving in your program."

CONTINUE to Q2

2. Are any of the "X" children in your program subsidized by Purchase of Care, through state certificates or state contracts?  
[PROBE: This does not include "self arranged" care. "Purchase of Care" may also be "Purchase of Care Plus" ]

1. no \_\_\_\_

GO to Q 2B3

2. yes \_\_\_\_

GO to Q2A

2A. How many children are subsidized by Purchase of Care certificates or contracts? [PROBE: state subsidies can be referred to as "Purchase of Care" and "Purchase of Care Plus"]

\_\_\_\_\_ # of CHILDREN  
(IF "0" go to Q2B3)

2B1. Between 1-99%  
READ:

2B2. 100% (ALL)  
READ:

"For the rate questions I will be asking you in this survey, please give me information and rates **ONLY** for the children that are not subsidized by the state. We only want information about private-paying children.

Thank you.  
END.

Now, if you eliminate the subsidized children from your enrollment, how many children are left?"

\_\_\_\_\_ # of children  
GO to Q2B3

2B3. Of these "X" (private-paying) children, how many attend your program 30 hours or more per week? [PROBE: This is generally 6 or more hours per day.]

\_\_\_\_\_ # of children  
(IF > "0" GO to Q3,  
= "0", GO to Q19)

3. INTERVIEWER: SELECT APPROPRIATE CATEGORY:

1. IF "8" CHILDREN OR LESS

2. IF "9" OR MORE

READ:

For the first part of this survey, please select eight of the children who attend your program full time, 30 hours or more per week, and give me information for those eight children. If possible, also select children of different ages.

I will now be asking you questions about your enrollment and rates for the children who attend your program full time and for whom you receive payment from the parents. PLEASE do not give me information about any child that you serve for free. In addition, for the first part of this survey, please do not give me information about any school age child.

If you have your worksheet that we sent to you handy, this would be a good time to use it. [PROBE: "If not, let's go ahead anyway, these questions are straightforward."]

(IF Respondent has over three children, READ:

("If you don't have the worksheet handy, you might want to jot down the names of the children and check off each child as you give me the information.")

**PART 1: YOUR REGULAR CHILD CARE PROGRAM**

CHILD 1

4. Let's start with the first (private paying) child attending your program full time, 30 hours or more per week. What is this child's age?

\_\_\_\_. \_\_\_\_ MONTHS, \_\_\_\_ . \_\_\_\_ YEARS

- 4a. What rate do you charge for care for this child? In quoting your rate, please do not "add on" any fees that are above your basic rate...and please do not deduct for any discounts. If you have already deducted for a "sibling-discount" or a sliding-fee scale, please tell me what the full rate is without the discount.

\$(a) \_\_\_\_\_per \_\_\_\_\_(b) (unit)

**[DIRECTION FOR INTERVIEWER:** IF Respondent has two or more children in care from one family and the family pays in one lump sum, say: "Please estimate an amount for this child."]

**[DIRECTION FOR INTERVIEWER:** IF Respondent reports that she has more than one rate for this child, ask for the most commonly used rate for this child. If Respondent cannot do this, ask for the highest rate that the provider charges for this child.]

- 4b. [PROBE: FOR THOSE WHO DON'T GIVE A "UNIT", BY SAYING: "Is this amount": then, ASK QUESTION NEXT TO THE UNIT QUOTED BY THE RESPONDENT.

If, "unit" is given in 4a ... ask question next to the unit reported.]

01) Per hour                      How many hours per day does this child usually attend your program? [PROBE: Please estimate an average number of hours per day.]

\_\_\_\_\_ . \_\_\_\_\_ HOURS

GO TO Q4C

IF RESPONDENT CANNOT GIVE THIS,  
ASK:

"How many hours was this child in your care last week?"

\_\_\_\_\_ . \_\_\_\_\_ HOURS

"How many days did this child attend last week?"

\_\_\_\_\_ . \_\_\_\_\_ DAYS

GO TO Q4C

02) Per 1/2 day                      How many hours per 1/2 day? (av) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per 1/2 day.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per full day.]

GO TO Q4C

03) Per day                              How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per day the child attends.]

GO TO Q4C

04) Per week                      How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week  
the child attends.]

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per-day  
the child attends.]

05) Per month                      How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week  
the child attends.]

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per- day  
the child attends.]

06) Per other                      Please explain: \_\_\_\_\_

How many days in this unit? \_\_\_\_ . \_\_\_\_ DAYS

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per-day  
the child attends.]

GO TO Q4C

4C. Does this child attend your program 30 or more hours per week?  
(average)

\_\_\_\_\_ YES

\_\_\_\_\_ NO

5. DOES RESPONDENT HAVE A SECOND CHILD IN HER PROGRAM?

NO \_\_\_\_\_ YES \_\_\_\_\_

If NO, Go to Q19 If YES, CONTINUE

**CHILD 2**

6. For the second (private paying) child attending your program full time.

What is this child's age?

[Full time = 30 or more hours per week.]

\_\_\_\_. \_\_\_\_ MONTHS, \_\_\_\_\_ . \_\_\_\_ YEARS

6a. What rate do you charge for care for this child? [PROBE: In quoting your rate, please do not "add on" any fees that are above your basic rate...and please do not deduct for any discounts. If you have already deducted for a sibling discount or a sliding-fee scale, please tell me what the full rate is without the discount.]

\$(a) \_\_\_\_\_ per \_\_\_\_\_ (b) (unit)

[DIRECTION FOR INTERVIEWER: IF Respondent has two or more children in care from one family and the family pays in one lump sum, say: "Please estimate an amount for this child."]

[DIRECTION FOR INTERVIEWER: IF Respondent reports that she has more than one rate for this child, ask for the most commonly used rate for this child. If Respondent cannot do this, ask for the highest rate that the provider charges for this child.]

6b. [PROBE: FOR THOSE WHO DON'T GIVE A "UNIT", BY SAYING: "Is this amount": then, ASK QUESTION NEXT TO THE UNIT QUOTED BY THE RESPONDENT.

If, "unit" is given in 6a .... ask question next to the unit reported.)

01) Per hour                      How many hours per day does this child usually attend your program? [PROBE: Please estimate an average number of hours per day.]

\_\_\_\_\_ . \_\_\_\_\_ HOURS

GO TO Q6C

IF RESPONDENT CANNOT GIVE THIS,  
ASK:

"How many hours was this child in your care last week?"

\_\_\_\_\_ . \_\_\_\_\_ HOURS

"How many days did this child attend last week?"

\_\_\_\_\_ . \_\_\_\_\_ DAYS

GO TO Q6C

02) Per 1/2 day                      How many hours per 1/2 day? (av) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per 1/2 day.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per full day.]

GO TO Q6C

- 03) Per day                      How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours per day  
the child attends.]

GO TO Q6C

- 04) Per week                    How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week  
the child attends.]

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per-day  
the child attends.]

- 05) Per month                   How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week  
the child attends.]

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per- day  
the child attends.]

- 06) Per other                    Please explain: \_\_\_\_\_

How many days in this unit? \_\_\_\_ . \_\_\_\_ DAYS

How many hours per day? (average) \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of hours-per-day  
the child attends.]

GO TO Q6C

6C. Does this child attend your program 30 or more hours per week?  
(average)

\_\_\_\_\_ YES

\_\_\_\_\_ NO

**7. DOES RESPONDENT HAVE A THIRD CHILD IN HER PROGRAM?**

NO \_\_\_\_\_ YES \_\_\_\_\_

If NO, Go to Q19 If YES, CONTINUE

**CHILD 3**

8. Now for the third (private paying) child attending your program full time, 30 or more hours per week. What is this child's age?

\_\_\_\_. \_\_\_\_ MONTHS, \_\_\_\_ . \_\_\_\_ YEARS

8a. What rate do you charge for care for this child? [PROBE: In quoting your rate, please do not "add on" any fees that are above your basic rate...and please do not deduct for any discounts. If you have already deducted for a sibling discount or a sliding-fee scale, please tell me what the full rate is without the discount.]

\$(a) \_\_\_\_\_ per \_\_\_\_\_ (b) (unit)

**[DIRECTION FOR INTERVIEWER: IF Respondent has two or more children in care from one family and the family pays in one lump sum, say: "Please estimate an amount for this child."]**

**[DIRECTION FOR INTERVIEWER:** IF Respondent reports that she has more than one rate for this child, ask for the most commonly used rate for this child. If Respondent cannot do this, ask for the highest rate that the provider charges for this child.]

8b. [PROBE: FOR THOSE WHO DON'T GIVE A "UNIT", BY SAYING: "Is this amount": then, ASK QUESTION NEXT TO THE UNIT QUOTED BY THE RESPONDENT.

If, "unit" is given in 4a ... ask question next to the unit reported.)

01) Per hour                      How many hours per day does this child usually attend your program? [PROBE: Please estimate an average number of hours per day.]

\_\_\_\_\_ . \_\_\_\_\_ HOURS

GO TO Q8C

IF RESPONDENT CANNOT GIVE THIS,  
ASK:

"How many hours was this child in your care last week?"

\_\_\_\_\_ . \_\_\_\_\_ HOURS

"How many days did this child attend last week?"

\_\_\_\_\_ . \_\_\_\_\_ DAYS

GO TO Q8C

02) Per 1/2 day      How many hours per 1/2 day? (av) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per 1/2 day.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per full day.]

GO TO Q8C

03) Per day      How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per day the child attends.]

GO TO Q8C

04) Per week      How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week the child attends.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours-per-day the child attends.]

05) Per month      How many days per week? \_\_\_\_ . \_\_\_\_ DAYS  
[PROBE: What is the average number of days-per-week the child attends.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours-per- day the child attends.]

06) Per other      Please explain: \_\_\_\_\_

How many days in this unit? \_\_\_\_ . \_\_ DAYS

How many hours per day? (average) \_\_\_\_\_.  
[PROBE: What is the average number of hours-per-day  
the child attends.]

GO TO Q8C

8C. Does this child attend your program 30 or more hours per week?  
(average)

\_\_\_\_\_ YES

\_\_\_\_\_ NO

**9. DOES RESPONDENT HAVE A FOURTH CHILD IN HER PROGRAM?**

NO \_\_\_\_\_ YES \_\_\_\_\_

If NO, Go to Q19 If YES, CONTINUE

**CHILD 4 - 8**

(Q 10-18)

SCHOOL AGE

After-School Care

19. Now, I'd like to ask you a question about school-age children.

"School-age" children are from first grade to 12 years of age.

Are any (private-paying) school-age children enrolled in your program at this time? [PROBE: This does NOT include kindergarten care. "After-school" care is care during any hours between 2 P.M. and 7 P.M.

"Private-paying" means that the parents pay for the child care, it is not paid by the state.]

1. NO \_\_\_\_\_

If NO, Go to Q21

2. YES \_\_\_\_\_

If YES, Go to Q19B

[To Interview Group: If Q2B3 = "0" AND Q19 = "No": END  
and replace sample.]

19B. Do any (private-paying) school-age children come to your program for 'after-school' care. [PROBE: This does NOT include kindergarten care. "After-school" care is care during any hours between 2 P.M. and 7 P.M. "Private-paying" means that the parents pay for the child care, it is not paid by the state.]

1. NO \_\_\_\_\_

IF NO, Go to Q21

2. YES \_\_\_\_\_

If YES, Go to Q20

[To Interview Group: If Q2B3 = "0" AND Q19B = "No": END and replace sample.]

20. What rate do you charge for "after-school" care for (private paying) children? In quoting your rate, please do not "add-on" any additional fees above your regular rate and please do not deduct for any discounts such as a "sibling discount". [PROBE: A discount may also be called a "sliding-fee" scale.]

\$ \_\_\_\_\_ . \_\_\_\_\_ (unit)

[DIRECTION FOR INTERVIEWER: If Respondent has more than one 'after-school' rate, ask for the rate MOST COMMONLY USED RATE for these children. If the Respondent cannot give one rate, ask for the highest rate.]

[DIRECTION FOR INTERVIEWER: If Respondent reports a "Before AND after school" rate, say that we are only asking for an 'after-school' rate and re-read the question to the Respondent.]

20b. [PROBE: FOR THOSE WHO DON'T GIVE A "UNIT", BY SAYING: "Is this amount": then, ASK QUESTION NEXT TO THE UNIT QUOTED BY THE RESPONDENT.

If, "unit" is given in 16a. .... ask question next to the unit reported.)

01) Per hour How many hours-per-day is the school-age child in your 'after-school' program? [PROBE: Please estimate

an average number of hours per day for the after-school program.]

\_\_\_\_\_ . \_\_\_\_\_ HOURS

IF RESPONDENT CANNOT GIVE  
THIS, ASK:

How many hours-per-week do the school- age children come for after-school care? (average)

\_\_\_\_\_ . \_\_\_\_\_ HOURS

How many days per week do the school age children come for 'after-school' care? (average)

\_\_\_\_\_ . \_\_\_\_\_ DAYS

02) Per 1/2  
day

How many hours per 1/2 day? (av) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours per 1/2 day for this care.]

How many hours per day? (average) \_\_\_\_\_.\_\_\_\_  
[PROBE: What is the average number of hours for a full day in your program.]

03) Per after-  
noon

How many hours 'per afternoon' is the school-age child in your after-school program?

04) Per day

\_\_\_\_\_ . \_\_\_\_\_  
How many hours-per-day is the school-age child in your 'after-school' program? [PROBE: Please estimate an average number of hours per day for the after-school program.]

\_\_\_\_\_ . \_\_\_\_\_

05) Per week      How many days per week? \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of days-per-week  
the school age child attends your 'after-school'  
program.]

How many hours-per-day is the school-age child in  
your 'after-school' program? [PROBE: Please estimate  
an average number of hours per day for the after-  
school program.]

\_\_\_\_.\_\_\_\_

06) Per month      How many days per week? \_\_\_\_ . \_\_\_\_  
[PROBE: What is the average number of days-per-week  
the school age child attends your 'after-school'  
program.]

How many hours-per-day is the school-age child in  
your 'after-school' program? [PROBE: Please estimate  
an average number of hours per day for the after-  
school program.]

\_\_\_\_.\_\_\_\_

07) Per other      Please explain: \_\_\_\_\_

How many days in this unit? \_\_\_\_ . \_\_\_\_ DAYS

How many hours-per-day is the school-age child in  
your 'after-school' program? [PROBE: Please estimate  
an average number of hours per day for the after-  
school program.]

\_\_\_\_.\_\_\_\_

**20C. How many (private-paying) school-age children are presently  
enrolled in your after-school program?**

\_\_\_\_\_

## FCC ODD-HOUR CARE

21. Now I will be asking you about what we call "odd-hour" care, that is evening care, overnight care, and weekend care. Within the past month, have you provided **evening care, overnight care, or weekend care** for any (private paying) child?

[PROBE: "Private paying" children are not subsidized by the state. The parents pay the full tuition.]

**Evening care** could be care for any evening hours, for example from 7 P.M. - 11 P.M., for any evening Monday to Friday.

**Overnight care** could be care for any overnight hours, for example 11 P.M. - 6 A.M., for any evening Monday to Friday.

**Weekend care** is Saturday care, Sunday care, or Saturday through Sunday care]

If "yes" go to Q22

If "no" go to Q29

22. Were you paid for providing this odd-hour care?

[PROBE: "Paid" means that you received a payment specifically for the odd-hour care, that you do not provide this odd-hour care for free, or as part of your rate for your regular child care. Odd-hour care does not include "late pick-up" fees. ]

If "yes" go to Q23

If "no" go to Q29

EVENING CARE

23. Did you provide evening care for any (private paying) child within the past month and receive a payment for that care?  
[PROBE: "evening care" is care during evening hours, for example from 7 P. M. to 11 P.M, for any evening Monday through Friday.]

a. yes \_\_\_\_\_  
IF "YES" GO TO Q24

b. no \_\_\_\_\_  
IF "NO" GO TO Q25

24. What rate did you charge for this evening care? In quoting your rate, please do not "add on" any additional fees above your regular evening-care rate, and please do not deduct for any discounts or subsidies.

\$(a)\_\_\_\_. \_\_\_\_per (b)\_\_\_\_

[**DIRECTION FOR INTERVIEWER:** If Respondent has more than one evening-care rate, ask for the *rate most commonly used*. If Respondent cannot give you one rate, ask for the highest evening care rate that is charged to the parents. If a parent pays in a lump sum for more than one child, please ask the R. to estimate an amount for one child.]

[**DIRECTIONS TO INTERVIEWER:** for those who don't give a "unit", say "is this the amount per \_\_\_\_" then ask the question next to the unit quoted by the Respondent. For those who do quote a unit, ask the question next to the unit quoted.]

24b.

01. hour

02. 1/2 day                      How many hours per 1/2 day for  
this evening care? (average)

\_\_\_\_\_ . \_\_\_\_\_

03. day

How many hours per day for this  
evening care? (average)

\_\_\_\_\_ . \_\_\_\_\_

04. evening

How many hours per evening  
for this care? (average)

\_\_\_\_\_ . \_\_\_\_\_ hours

05. per week

How many hours-per-week for  
this evening care? [PROBE: How many  
hours of care did you provide for this fee?]

06. other

Explain \_\_\_\_\_  
How many hours in this unit?  
(average) [PROBE: How many hours of care  
did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

#### OVERNIGHT CARE

25. Did you provide overnight care for any (private paying) child  
within the past month and receive a payment for that care? [PROBE:  
"overnight care" is care for any overnight hours, for example 11 P.M. - 6  
A.M., for any evening Monday to Friday.]

a. yes \_\_\_\_\_

IF "YES" GO TO Q26

b. no \_\_\_\_\_

IF "NO" GO TO Q27

26. What rate did you charge for this overnight care? In quoting your rate, please do not "add on" any additional fees above your regular overnight rate, and please do not deduct for any discounts or subsidies.

\$(a)\_\_\_\_. \_\_\_\_per (b)\_\_\_\_

[DIRECTION FOR INTERVIEWER: If Respondent has more than one overnight-care rate, ask for the rate *most commonly used*. If Respondent cannot give you one rate, ask for the highest rate that is charged to the parents. If a parent pays in a lump sum for more than one child, please ask the R. to estimate an amount for one child.]

[DIRECTIONS TO INTERVIEWER: for those who don't give a "unit", say "is this the amount per \_\_\_\_" then ask the question next to the unit quoted by the Respondent. For those who do quote a unit, ask the question next to the unit quoted.]

26b.

01. hour

02. 1/2 day

How many hours per 1/2 day for this overnight care? (average)

\_\_\_\_\_ . \_\_\_\_\_

03. day

How many hours per day for this overnight care? (average)

\_\_\_\_\_ . \_\_\_\_\_

04. night or evening

How many hours per night or evening for this overnight care? (average) [PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_ hours

05. week How many hours per week for this overnight care? [PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

06. other Explain \_\_\_\_\_  
How many hours in this unit?  
[PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

### WEEKEND CARE

27. Did you provide weekend care for any (private paying) child within the past month and receive a payment for that care? [PROBE: Weekend care includes Saturday care, Sunday care, or Saturday through Sunday care.)

a. yes \_\_\_\_\_

IF "YES" GO TO Q28

b. no \_\_\_\_\_

IF "NO" GO TO Q29

28. What rate did you charge for this weekend care? In quoting your rate, please do not "add on" any additional fees above your regular weekend rate, and please do not deduct for any discounts or subsidies.

\$(a)\_\_\_\_. \_\_\_\_ per (b)\_\_\_\_

[**DIRECTION FOR INTERVIEWER:** If Respondent has more than one weekend-care rate, ask for the rate *most commonly used*. If Respondent cannot give you one rate, ask for the highest weekend care rate that is charged to the parents. If a parent pays in a lump sum for more than one child, please ask the R. to estimate an amount for one child.]

**[DIRECTIONS TO INTERVIEWER:** for those who don't give a "unit", say "is this the amount per \_\_\_" then ask the question next to the unit quoted by the Respondent. For those who do quote a unit, ask the question next to the unit quoted.]

28b.

01. hour

02. 1/2 day

How many hours per 1/2 day for this weekend-care? (average)

\_\_\_\_\_ . \_\_\_\_\_

03. day

How many hours per day for this week-end care? (average)  
[PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

04. day and evening

How many hours for this care? (average)  
[PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

05. week-end

How many hours per weekend for this care? (average) [PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_ . \_\_\_\_\_

If R. cannot give this:

How many days for this care?

\_\_\_\_\_ . \_\_\_\_\_

How many hours per day?  
[PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_

06. other

Explain \_\_\_\_\_

How many hours in this unit?  
[PROBE: How many hours of care did you provide for this fee?]

\_\_\_\_\_

## PART 2: FCC SPECIAL NEEDS

29. Now I just have a questions or two remaining to ask. Are you presently serving ANY special needs child in your program? For this survey, "special needs" means a child from infancy through 18 years of age who is diagnosed with physical, emotional, or developmental needs requiring special care. [PROBE: "ANY" special needs child can be a private paying or state-subsidized child, and can be full time or part time.]

1. NO \_\_\_\_\_

2. Yes \_\_\_\_\_

If "no" go to END

If "yes" go to Q30

**[DIRECTION TO INTERVIEWER: if Respondent questions if a type of illness or situation is "special needs" ....tell the Respondent she should decide if the child is "special needs".]**

30. Are there any additional costs to you for serving this special needs child or children? [PROBE: does it cost you any more to have the special needs child/children in your program than to have the other children in your program?]

1. NO \_\_\_\_\_  
If "no" go to END

2. Yes \_\_\_\_\_  
If "yes" go to Q31

31. Please estimate how much of an additional cost it is to you to have the special needs child or children in your program? Would you estimate that the higher cost to you is:?

1.) 5%      2.) 10%      3.) 15%      4.) 20%

5. another amount (explain) \_\_\_\_\_

**Thank you for participating in this survey.  
Your answers have been very helpful. Have a nice day.**