STATE OF DELAWARE

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

REQUEST FOR PROPOSAL NO. HSS-10-090

FOR

Aging and Disability Resource Center (ADRC) Support Services

FOR
THE DIVISION OF SERVICES FOR AGING AND ADULTS WITH PHYSICAL DISABILITIES
DELAWARE HEALTH AND SOCIAL SERVICES
HERMAN M. HOLLOWAY SR. CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DE. 19720

Deposit	Waived
Performance Bond	Waived

Date Due: October 18, 2010 11:00 AM EDT

A **mandatory pre-bid meeting** will be held on **September 15, 2010 10:00 AM EDT** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Sullivan Street, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19702.

All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in **Section 3.5** of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

REQUEST FOR PROPOSAL # HSS-10-090

All RFP-PSCOs can be obtained online at
www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm

Sealed proposals for **ADRC Support Services** will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 AM local time October 18, 2010** at which time the proposals will be opened and read. A **mandatory pre-bid meeting** will be held on **September 15, 2010 10:00 AM EDT** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Sullivan Street, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19702.

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 as 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.

NOTE TO VENDORS: Your proposal must include the forms in **Attachment C**, signed, where appropriate and all information on the forms complete.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS-10-090) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

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.

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1 Project Overview

1.1 Introduction

This is a Request for Proposal (RFP) for **ADRC Support Services** issued by Delaware Department of Health and Social Services, Division of Services for Aging and Adults with Physical Disabilities (henceforth referred to as "The Division").

The Division is requesting applications to provide the program for the period January 1, 2011 through December 30, 2011.

The Division's mission is to improve and maintain the quality of life for Delawareans who are elderly, or who are at least eighteen years of age with physical disabilities. The Division is committed to the development and delivery of consumer driven services, which maximize independence through individual choice in the least restrictive environment possible enabling individuals to continue living active and productive lives, and protecting those who may be vulnerable or at risk.

The goal of **ADRC Support Services** is to assist individuals in gaining information about long term care services, making informed decisions regarding long-term care service options, and accessing those services.

Additional information about the Division and about services for older persons and adults with physical disabilities in Delaware may be found on the Division's website at www.dhss.delaware.gov/dsaapd.

1.2 Background and Purpose

The purpose of this RFP is to procure **ADRC Support Services** for eligible Delawareans for the period from January 1, 2011 through December 30, 2011**.**

ADRC Support Services is a new service being offered in Delaware beginning January 1, 2011.

In fall 2010, The Division will begin operating a statewide Aging and Disability Resource Center (ADRC). The Delaware ADRC will be a one-stop access point for long term care services and supports for older persons and adults with physical disabilities in Delaware. Persons who contact the ADRC will get information about services, assistance in making decisions about services, and help with accessing those services.

ADRC staff members will refer individuals to ADRC Support Service provider(s) for supplemental assistance, when needed.

The ADRC Support Service will include three components: 1) Options Counseling Support; 2) Hospital Discharge Support; and 3) Service Enrollment Support.

The Division anticipates having $150,000 available during the first program year to support this service and expects to select two or more vendors as service providers.

Additional information about the Division and about plans for the implementation of the ADRC can be found on the Division's web site: www.dhss.delaware.gov/dsaapd.

2 Scope of Work

The Division engages in many activities to support its mission, including contracting with outside vendors to provide a wide range of home and community-based services.

As noted in the previous section, the purpose of this RFP is to procure **ADRC Support Services** for eligible Delawareans for the period from January 1, 2011 through December 30, 2011.

DSAAPD has developed "service specifications" for **ADRC Support Services**. These specifications define the scope of work for this service. They include service descriptions, standards for service, and other relevant information.

The service specifications for ADRC Support Services are included in Attachment A. These specifications will provide important guidelines for the development of your proposal. Please read them carefully.

In developing your proposal, you will be expected to explain the following:

- how you will deliver the services (your plan of work)
- the qualifications of your staff
- your budget
- your service area

It is expected that the work plan, staff qualifications and budget will be consistent with the scope of services outlined in the service specifications in **Attachment A**. Instructions for completing these and other components of the proposal are provided in Proposal Format and Bidders Instructions (**Section 5**) of this RFP.

3 General Instructions for Submission of Proposal

Delaware Health and Social Services (DHSS) is requesting proposals for **ADRC Support Services** to provide options counseling support, hospital discharge support, and service enrollment support to eligible persons in coordination with the Delaware ADRC.

3.1 Contracting Officer

The contracting officer is Bruce Krug, Procurement Administrator, Delaware Department of Health and Social Services, Division of Management Services.

3.2 Proposal Submission Requirements

Your proposal shall consist of the following:

- Your proposal must be submitted on Two (2) complete sets of CDs (Labeled as "**Original**") and six (6) complete sets of CDs (Labeled as "**Copy**").
- The following items, if required in response to this RFP, are to be submitted on one (1) additional set of up to three (3) CDs (Labeled as "**Corporate Confidential Information**"). These items include:
    1. Audits or Financial information relating to the company or organization (not the RFP pricing or budget)
    2. Organizational Charts.

All CD files shall be **in both** PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested. Include a directory document in MS Word format that includes a listing of all files on the CD. This "CD Directory.doc" file shall contain each file name, a short description and the name of the software format used to create the document.

It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.

Bidders are not required to make hard copies with the exception that one (1) each of the Transmittal Letter, Bidders Signature Form, Statement of Compliance Form, Certification Sheet, and Office of Minority and Women Business Enterprise Self-Certification shall be provided in hardcopy with original signature.

Responses must be received by the Department on

October 18, 2010 11:00 AM EDT

Any proposal received after this time and date will be automatically rejected and returned unopened to the bidder.

Important Delivery Instructions

Delivery of the proposal is the sole responsibility of the bidder. In order to make sure that your bid is received by the Division of Management Services on the date and time specified on the previous page, bidders are encouraged to use one of the following recommended delivery methods: hand delivery, Federal Express or United Parcel Service.

Late proposals will not be accepted.

Proposals should be sent to:

Mr. Bruce Krug, Procurement Administrator
Delaware Department of Health & Social Services
Division of Management Services
Procurement Office
Herman M. Holloway Campus
Administration Building, 2nd Floor, Room 257
1901 N. DuPont Highway
New Castle, Delaware 19720

Any amendments to the proposal as originally submitted which are not required by the Department, must comply with the requirements of this section, and must be received on or before the due date previously specified.

3.3 Issuing Officer

This Request for Proposal (RFP) is issued by the State of Delaware, Delaware Department of Health and Social Services. The issuing officer for the Division is the sole point of contact from the date of release of this RFP, until selection of the successful bidder. All questions and requests for clarification shall be submitted in writing to:

Lisa Bond, Issuing Officer
DHSS / Division of Services for Aging and Adults with Physical Disabilities
1901 N. DuPont Highway, Main Annex, Room 111
New Castle, Delaware 19720
lisa.bond@state.de.us

3.4 Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Services for Aging and Adults with Physical Disabilities staff, except those specified in this RFP, regarding the procurement. Contact between contractors and the issuing officer (**Section 3.3**) is restricted to emailed questions concerning this proposal. Questions must be submitted by email and will be addressed in writing.

Questions are due by **September 13, 2010** and will be addressed at the pre-bid meeting. Additional questions will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via email to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm.

3.5 Bidder Questions

All questions must be submitted in electronic form (email) and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the RFP, as an addendum, and in the contract. Bidders may not contact State staff with questions. Only those questions received by the above Issuing Officer (**Section 3.3**) by the Submission of questions deadline, as presented below in the Procurement Schedule (**Section 3.6**), will be considered. Bidders may ask clarifying questions regarding this RFP at the pre-bid meeting. DHSS will not respond to questions received after the Mandatory Pre-Bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting. A final list of written questions and responses will be posted as an RFP addendum on the Internet at http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm.

3.6 Procurement Schedule

The following timetable is anticipated for key activities within the procurement process:

Activity	Schedule
Advertise RFP	**August 30, 2010**
Submission of Questions	**August 30, 2010 – September 13, 2010**
Mandatory Pre-Bid Meeting	**September 15, 2010 10:00 AM EDT**
Response to Questions	**September 24, 2010 04:30 PM EDT**
Bid Opening – Applications Due	**October 18, 2010 11:00 AM EDT**
Evaluation & Selection Process	**October 18 - 29, 2010 (tentative)**
Notification of Award	**October 29, 2010 (tentative)**

The Mandatory Pre-Bid Meeting will be held at:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus, Sullivan Street
First Floor Conference Room #198
1901 N. DuPont Highway, New Castle, DE 19702

September 15, 2010 10:00 AM EDT

3.7 Directions

Driving directions can be obtained online at:
http://www.dhss.delaware.gov/dhss/main/maps/holloway/hlwydir.htm

3.8 Delaware Business License Application

All for-profit agencies are required to have a current Delaware business license. To obtain a license to perform work in the State of Delaware, call (302) 577-8778 and request an application. A business license can also be obtained online at: https://onestop.delaware.gov.

Include a copy of your current business license with your proposal. Non-profit agencies must include a copy of Form 501-C**.**

3.9 Cost of Proposal

Costs for developing and submitting the proposals are the sole responsibility of the bidders. The Department will provide no reimbursement for such costs.

3.10 Withdrawal of Proposals

Once submitted, a proposal shall remain a valid proposal for at least 150 days after the proposal date. A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the bidder, within 72 hours after the proposal due date that is indicated in the Procurement Schedule (**Section 3.6**) of this RFP.

3.11 Disposition of Proposals

All proposals become the property of the State of Delaware and will be a matter of record subject to the provisions of Delaware statutes. The State of Delaware shall have the right to use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP which results in a contract.

3.12 Debriefing

If a bidder wishes to request a debriefing, a formal request letter **must** be submitted to:

Bruce Krug, Procurement Administrator
Herman M. Holloway Campus
Delaware Health and Social Services
Main Building – 2nd Floor
1901 N. DuPont Highway
New Castle, De. 19720

This letter of request **must** be received within 10 days of receipt of “Notice of Award”. The letter must specify reasons for the request. A debriefing is <u>not</u> an appeal process.

4 Terms and Conditions

Reserved Rights

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

- Select proposals other than that with the lowest cost;
- Reject any and all proposals received in response to this RFP;
- Waive or negotiate 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; and,
- Terminate negotiations and select the next responsive bidder, prepare and release a new RFP or take other action as deemed appropriate, if negotiations fail to result in an agreement.

Notice of Contract Award

Written notice of contract award will be sent to all bidders.

Fair Process

The procurement process will provide for the submission, evaluation, and selection of the winning proposal in accordance with applicable State and Federal laws and regulations. The procurement process shall be fair, impartial, and honest. All bidders shall be accorded fair and equal treatment prior to the submission date specified in the RFP with respect to any opportunity for written clarification.

Contract Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

Length of Contract

The contract will begin on **January 1, 2011** after signing of the contract and issuance of the purchase order by the Department of Finance, and shall end on **December 30, 2011**.

Funding Source

This project is funded by a grant received by the Division from the Administration on Aging under the Older Americans Act.

Option to Renew

The option to renew annually, up to four (4) years, will include review of the following:

1. Current performance
2. Need of service to the State
3. Funding availability to contract for services
4. Approval for any cost increase requested by the vendor

Confidentiality

The contractor shall safeguard any client information obtained during the course of the project, and will not use this information for purposes other than required by the contract and in accordance with HIPAA (Health Insurance Portability and Accountability Act).

Monitoring

The contractor will be monitored on-site on a regular basis by the Division of Services for Aging and Adults with Physical Disabilities. This monitoring will be based upon the contract, laws, rules, regulations, and the standards for the program. The contractor must also comply with the appropriate policies of the Department and the Division. **Failure of the contractor to resolve problems(s) identified in the monitoring may be cause for termination of the contract.**

Forms

The forms in this packet should not be altered in any way. We recommend that these forms be used as masters from which you make copies for work sheets. **For clarity, the final document should be typed onto the original forms from this packet.**

Reproduced copies must be reasonably centered and legible so that no portion of the data is omitted. Computerized forms generated by applicants are admissible, but must replicate the forms provided in this RFP. Significant differences may result in rejection of the entire application.

More specific instructions accompany the section containing the forms. These instructions should be followed explicitly. Failure to do so will cause delay and/or possible rejection of your entire application.

Availability of Funds

Any contract awarded will be subject to the eventual availability of funds.

Audit Requirement

One (1) copy of the latest agency audit must be attached. Circular A-133 audits are required for some agencies receiving $500,000 or more in Federal awards during the most recent audit year.

Emergency Preparedness Plan

Provide a copy of your plan of action describing how you would ensure that clients are cared for during an emergency or catastrophic event. This would include any state of emergency resulting from a natural or man-made disaster.

Insurance Documentation

If selected, a copy of a current Insurance Certificate, which meets the Standard Department Contract, Administrative Requirements, Item # 6 (**Section 7**), must be provided. The copy must include agency name, date of coverage, and coverage limits. It must also list the Division as the Certificate Holder.

Volunteers / Procedures

Each Service Provider utilizing volunteers to work with clients shall have written procedures governing the training and supervision of volunteers. Volunteers shall receive a written job description, orientation to their duties, and training. Annual performance evaluations are recommended but not required. Information regarding volunteers must be made available to the DSAAPD monitor and becomes the property of the Division in case of contract termination.

Method of Payment

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.

Submission of W 9 Form

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, http://accounting.delaware.gov/.

The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a requirement of submission of the bidder's proposal.

Code of Conduct

No Division employee or agent of the Division shall solicit or accept gratuities, favors or anything of monetary value from a service provider, contractor, or potential contractor.

No paid or volunteer staff person of any service provider may solicit or accept gratuities, favors or anything of monetary value from program participants, or offer for sale any type of merchandise or service; nor may they seek to encourage acceptance of any particular belief or philosophy by any program participant.

Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidder.

Visibility & Client Recruitment

Service Providers must publicize their services to assure that eligible persons throughout the service area know about the availability of services. All written materials used to publicize the program must acknowledge the Division as the funding source.

Proposal and Final Contract

The bidder's proposal will be incorporated into the final contract and will become binding upon the successful bidder. If bidders are unwilling to comply with certain RFP requirements, terms and conditions, objections must be clearly stated in the proposal and will be subject to negotiation at the discretion of the Department.

Amendments to Proposals

Amendments to proposals will not be accepted after the submission deadline. DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal at any time.

Standard for Subcontractors

The contractor is fully responsible for all work performed under the contract, and must get prior written approval for all subcontract(s) for carrying out certain functions under the contract. Copies of subcontracts must be sent to the Division. No subcontract, with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

Notification to Bidders - Investigation of Contractor’s Qualifications

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

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 as additional references and may contact these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into 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.

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 Evaluation Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

General Reporting Requirements

All programs funded by the Division must submit Program and Financial Reports as required.

Reserved Rights of the Department of Health & Social Services

The Department reserves the right to:

Reject any and all proposals received in response to this RFP
Select for contract or for negotiations a proposal other than that with the lowest cost
Waive or negotiate any information, irregularities or inconsistencies in proposals received;
Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time;
If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

Right to a Debriefing

To request a debriefing on a bidder selection, the bidder must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the bidder must specifically state the reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

Delaware Contract Language

The Standard Department Contract (**Section 7**) contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

Proposal Becomes State Property

All proposals become the property of the State of Delaware and will not be returned to contractors.

Public Record

The Department will not divulge specific content of proposals to the extent that the contractor identifies contents as privileged or confidential. Any information not so designated will be considered public information.

Minority/Women/Disadvantaged Business Certification

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should summit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:
http://omwbe.delaware.gov or in **Attachment C**.

5 Proposal Format & Bidders Instructions

General Instructions

All submitted proposals must follow the format presented in this section. Proposals must also be complete and accurate. Failure to follow this instruction may result in automatic rejection and return of your proposal without consideration for the project.

Each application **must** include all the items identified in the Proposal Response Table of Contents (**Attachment C**).

5.1 Application : Required Forms and Transmittal Letter

The following Items 5.1.1 through 5.1.7 list the forms that must be completed (and, if applicable, signed by an individual authorized to legally bind the bidder) and must be included in your proposal. Item 5.1.8, a Transmittal Letter, as described below, must also be submitted.

5.1.1 Proposal Response Table of Contents

Each application **must** contain all items listed in the **Proposal Response Table of Contents**. This form is included in **Attachment C**.

5.1.2 Bidder's Signature Form

This form is included in **Attachment C** and shall contain:

- Name of Bidding Agency
- Signature of Authorized contracting staff member
- Printed / typed name of authorized contracting staff member
- Mailing address of bidding agency
- Name, Telephone, and Fax number(s) of agency contact person for the proposal
- Bidding agency's Federal Employer Identification Number
- The final statement on the form must include company/Agency Name.

5.1.3 Office of Minority and Women Business Enterprise Self-Certification Tracking Form

This form is included in **Attachment C** and is self-explanatory. The second page of the form contains definitions. It must be completed and signed by an individual authorized to legally bind the bidder.

5.1.4 Compliance Form

This form is included in **Attachment C** and must be completed and signed by an individual authorized to legally bind the bidder.

5.1.5 Certification Sheet

This form is included in **Attachment C** and must be completed and signed by an individual authorized to legally bind the bidder.

5.1.6 Notification to Bidders

Bidders shall list all contracts awarded to it and 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 as 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 into 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. The Notification to Bidders form is included in **Attachment C**.

5.1.7 Mandatory Submission Requirements Checklist

This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance. This form is included in **Attachment C**.

5.1.8 Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter on official business letterhead and shall be marked **"Section 1: Transmittal Letter"**. An individual authorized to legally bind the bidder shall sign it. It shall include at a minimum:

- A statement indicating that the bidder is a corporation or other legal entity and satisfies all licensing requirements of the State or Federal law.
- A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- A statement that proposed services satisfy the requirements established in the RFP.
- A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A statement that the bidder will comply with all terms and conditions as indicated in the General Instructions for Submission of Proposals (**Section 3**), Terms and Conditions (**Section 4**), Service Specifications (**Attachment A**) and in the Standard Department Contract (**Section 7**), included as part of this RFP, except as to modifications mutually agreed upon by the contractor and Department.
- A statement that the bidder has the capability to provide the services requested through this RFP.
- A statement that the bidder will comply with the requirements of The Americans with Disabilities Act of 1990 (ADA) and the terms and conditions of the DHSS Standard Contract Boilerplate including the Divisional Requirements.

5.2 Technical Proposal

This section should be labeled "**Section 2: Technical Proposal**".

5.2.1 Corporate Qualifications (30 Points)

Describe the organization's expertise in area of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included. Also supply three (3) references of people who will receive no financial gain or are not members of the board. Give a contact person, name of organization and telephone number.

5.2.2 Work Plan (35 Points)

This section must explain your approach for operating a program, which meets the Service Specification requirements. At a minimum, the Work Plan description must provide information, which describes how you will meet the criteria listed in the Service Specifications (**Attachment A**) for each of the following areas:

1. Service Goal
2. Service Unit
3. Service Area (geographical)
4. Service Location (address, available space, accessibility and hours/days of operation)
5. Service Activities
6. Time frames to accomplish Work Plan
7. Describe how you plan to meet the service standards listed in the program's service specifications
8. Describe agency's internal program evaluation and monitoring process.
9. Describe the way volunteers are utilized in the program (if applicable).

In addition, your Work Plan must include the completed "Planned Service Units and Proposed Objectives" form found on the last page of the Service Specifications (**Attachment A**).

Proposals will be evaluated by the soundness of the bidder's proposed approach to operating the program. Emphasis will be given to the comprehensiveness of the bidder's understanding of the tasks to be completed and the methodologies to be used.

5.2.3 Project Staffing & Organization (35 Points)

The following areas must be addressed:

- Identify the number and type of staff involved in the project, including identification of the bidder's project manager.
- Summarize their qualifications related to specific requirements of this project.
- Include resumes of professional staff. Please redact private identifiers such as home addresses, home phones, and social security numbers.
- Job descriptions for all project staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week.
- A Program Organizational Chart must be included. If you operate more than one program, also include an Agency Organizational Chart showing the line of authority*.

***NOTE**: some of the required information above in Section 5.2.3, such as Organizational Charts are considered confidential, and will be included separately from the RFP Proposal as indicated in **Section 3.2**. When preparing your proposal, include a statement, where appropriate, indicating that the confidential information/documents are included as Appendices on the CDs labeled "**Corporate Confidential Information**".*

5.3 Budget Proposal

This is Section 3 should be labeled **"Budget Proposal"**.

5.3.1 Budget Workbook

Complete the required budget workbook according to the instruction provided in Addendum #1.

The Budget Worksheet Supplement pages are intended to more fully explain items and costs associated with the budget you will complete for this project proposal. Every effort should be made to supply a clear, concise, and accurate budget. Some of the general topics that should be addressed include, but are not limited to:

- Justification should be given for budgeted items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
- Explain the method of allocation for specific costs prorated to the program based on the agency's total budget.
- It is important that the bidder provide <u>any information</u> that may help reviewers understand items in the budget.
- The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the Request for Proposal.

NOTE: A copy of the completed Budget Workbook must be included in a separate file named "budget proposal". The Budget must be submitted in the original EXCEL format.

5.4 Appendices

Appendix A: Job Descriptions

Provide a formal job description for all staff members involved in this program. This should be included for all budgeted positions.

Appendix B: Service Specifications

Attach the Service Specifications, found in **Attachment A**.

Appendix C: Emergency Preparedness Plan

Provide your plan of action in case of emergency as explained in the **Section 4**.

Appendix D: Delaware Business License or Form 501-C

Provide a copy of your Delaware Business license or, if not applicable, a copy of form 501-C.

Appendix E: Resumes of Professional Staff

Provide the resumes of all professional staff that will be working with the project. This should include any staff members identified by name and title on the Salary Worksheet provided in your completed Budget Workbook (**Addendum #1**). Please redact private identifiers such as home addresses, home phones, and Social Security numbers.

CONFIDENTIAL APPENDICES

(To be included on separate CDs labeled “Corporate Confidential Information")

Appendix F: Program and Agency Organizational Charts

Provide your agency’s organizational chart and a program specific organizational chart.

Appendix G: Audit

Provide a copy of your agency’s most recent audit.

6 Proposal Evaluation/Contractor Selection

Delaware Department of Health and Social Services (DHSS) will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP that comply with the due dates specified in the Procurement Schedule (**Section 3.6**) of this RFP. Selection of the successful bidder will be based on the proposal that is determined to be in the best interest of the Department, taking into consideration criteria set forth in this RFP. The Department reserves the right to reject any or all proposals received, or cancel this RFP, regardless of evaluation, if it is determined to be in the best interest of the Department.

6.1 Technical Review

A Technical Review Committee will evaluate each proposal that has met the mandatory requirements. Committees may consist of staff from the Division and Department and/or members of the community. An oral presentation by the bidder may be requested.

6.2 Ranking of Proposal

The evaluation committee will recommend proposal(s) with the highest total points from this section. The final decision to contract will be made by the Director of the Division of Services for Aging and Adults with Physical Disabilities. The following represents the basis used for determining total points:

CORPORATE QUALIFICATIONS (30 POINTS)
WORK PLAN (35 POINTS)
PROJECT STAFFING AND ORGANIZATION (35 POINTS)

6.3 Evaluation – Mandatory Requirements

The Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in the Mandatory Submission Requirements Checklist found in **Attachment C**. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance. Proposals meeting the mandatory submission requirements will be given to the DSAAPD Evaluation Team. Specific requirements are as follows:

1. The bid is submitted no later than the closing date and time.
2. Two (2) CDs (Labeled as "**Original**"), six (6) CDs (Labeled as "**Copy**"), three (3) additional CDs (Labeled "**Corporate Confidential Information**").
3. Transmittal letter signed by an officer of the organization, or authorized designee
4. Acceptance of General Instructions and Terms and Conditions of the RFP, Service Specifications and Standard Department Contract by inclusion in the proposal, or specific exception noted
5. Most recent audit report (included on the CDs labeled as "**Corporate Confidential Information**").
6. Copy of current business license or Form 501-C
7. Completed Budget Workbook (included with the proposal in a **separate file in Excel format named "budget proposal"**).
8. Completed Required Forms (**Attachment C**).

6.4 Program Cost

The Department reserves the right to award this contract to a bidder other than the one with the lowest cost. While an integral part of the bid process, cost will be balanced against the score received by each bidder in the rating process described above.

7 Standard Department Contract

DHSS Standard Contract Boilerplate

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. Not withstanding 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.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or

vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

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 of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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 to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

_____

_____

_____

To the Contractor at:

_____

_____

_____

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 $25,000, 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 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. 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.

4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure 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 title of the position(s) responsible for the PM40 process in the contractor's agency.

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

_____
Name

_____
Title

_____
Date

For the Department:

_____
Rita M. Landgraf
Secretary

_____
Date

For the Division:

_____
Director

_____
Date

Divisional Requirements

DIVISIONAL REQUIREMENTS

1. The contractor agrees to comply with all policies and procedures contained within the *DSAAPD Policy Manual for Contracts,* which is hereby included by reference.

2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications for the contracted service.

3. This agreement is subject to the availability of State and/or Federal funds.

4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the DSAAPD *Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.

5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.

6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.

7. The contractor agrees to acknowledge the Division of Services for Aging and Adults with Disabilities as a funding source in all publicity about the project.

8. For Federally funded programs, HHS form 690 (Assurance of Compliance) is incorporated by reference and made part of this agreement.

9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.

10. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.

11. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

12. Any changes in the line items of a cost reimbursement budget must be in compliance with the DSAAPD *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.

13. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to B. Administrative Requirements, Item 11 of the DHSS Standard Contract Boilerplate.

14. The Contractor agrees to list the DSAAPD as a Certificate Holder on their current Insurance Certificate, as required by the Department.

15. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.

16. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.

17. The contractor of an Older Americans Act program acknowledges that the total cost of the contract, excluding program income, must include a 10% match of non-DSAAPD resources (e.g. local cash and/or in-kind that is provided by the contractor)**.** During the year-end closeout, the contractor will refund all unmatched DSAAPD funds as required by Federal regulations. (NOTE: This provision does not apply to ADRC Support Services, which are funded as part of a special project under the Older Americans Act.)

Attachment A: Service Specifications

AGING AND DISABILITY RESOURCE CENTER (ADRC) SUPPORT SERVICES

1.0 SERVICE DEFINITION

1.1 Aging and Disability Resource Center (ADRC) Support Services supplement the services provided by Delaware ADRC staff. The ADRC, operated by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD), is a one-stop access point for long term care services and supports for older persons and adults with physical disabilities in Delaware. Persons who contact the ADRC get information about services, assistance in making decisions about services, and help with accessing those services. ADRC staff refer individuals to ADRC Support Service providers for supplemental assistance, when needed. The ADRC Support Service includes three components: 1) Options Counseling Support; 2) Hospital Discharge Support; and 3) Service Enrollment Support.

2.0 SERVICE GOAL

2.1 The goal of ADRC Support Services is to assist individuals in gaining information about long term care services, making informed decisions regarding long-term care service options, and accessing those services.

3.0 SERVICE UNIT

3.1 The unit of service for ADRC Support Services is one hour of support service.

3.2 The minimum billing unit is 15 minutes of service.

4.0 SERVICE AREA

4.1 ADRC Support Services are available to individuals inquiring about long term care services and supports in the State of Delaware.

4.2 Providers of ADRC Support Services are permitted to apply for sub-areas of service within the state.

5.0 SERVICE LOCATION

5.1 ADRC Support Services are conducted in the service provider's business location, in hospitals or other healthcare facilities, in the homes of individual consumers, and/or in other locations based on the needs of consumers.

6.0 SERVICE DESCRIPTION

6.1 In carrying out the Options Counseling component of the service, the provider will:

6.1.1 Contact consumers, and, as appropriate, family members or other interested parties, to discuss long term care questions, issues, needs, options and preferences.
6.1.2 Meet consumers for one or more face-to-face visits, unless deemed by the provider and the consumer to be unnecessary to meet the consumer's options counseling needs.
6.1.3 Assist consumers in assessing their long term care needs.
6.1.4 Provide consumers with information about specific service options in Delaware, including locations, availability, cost, and other information.
6.1.5 Assist consumers in evaluating the pros and cons of various service options.
6.1.6 Assist consumers in identifying and expressing their preferences regarding long-term care services.
6.1.7 Assist consumers in making decisions about accessing long term care services which reflect their unique needs and preferences.
6.1.8 Assist consumers in developing long-term care options plans which outline their decisions regarding preferred long term care services and supports.

6.2 In carrying out the Discharge Planning Support component of the service, the provider will:

6.2.1 Meet with acute care in-patients, hospital social work staff, and, as appropriate, family members or other interested parties, to discuss post-discharge questions, issues, needs, options and preferences.
6.2.2 Identify issues which might present unique barriers to post-discharge service delivery, such as homelessness, language barriers, substance abuse problems, mental illnesses, or other concerns/conditions.
6.2.3 Research the availability of post-discharge services which meet the unique needs and preferences of the patients.
6.2.4 As needed, coordinate with service providers to advocate for the delivery of needed post-acute care services.
6.2.5 Assist hospital social workers in the development of discharge plans which address the needs and preferences of patients and are consistent with the availability of services to meet their unique situations.
6.2.6 Contact patients following discharge to ascertain whether or not follow-up options counseling and/or service enrollment supports are needed.

6.3 In carrying out the Service Enrollment Support component of the service, the provider will:

6.3.1 Provide assistance to consumers in initiating requests for long term care services including, as needed, providing transportation to long term care service locations.
6.3.2 Provide assistance to consumers in filling out applications for long term care services.
6.3.3 Provide assistance to consumers in gathering information required to apply for long term care services, such as financial documentation or personal records, including, as needed, transportation to banks, social service offices, or other locations.

6.3.4 Provide assistance to consumers in following up with long term care service providers to check on the status of applications.

6.3.5 Provide other assistance, as needed, to facilitate enrollment in long-term care services.

7.0 SERVICE STANDARDS

7.1 The provider must make ADRC Support Services available only to those consumers deemed eligible and referred by the ADRC Coordinator or his/her designee.

7.2 The provider must furnish services to consumers in accordance with service referrals received from the ADRC Coordinator or his/her designee.

7.3 The provider must deliver services to a consumer in an amount not to exceed the amount authorized by the ADRC Coordinator or his/her designee as part of the service referral.

7.4 The provider must communicate with the ADRC Coordinator or his/her designee to request an authorization for additional service hours if, in the professional judgment of the provider, more time is required to meet the needs of an individual consumer.

7.5 The provider must comply with all applicable Federal, State, and local rules, regulations and laws related to the provision of the service.

7.6 The provider will not enter into any subcontracts for any portion of the service contract without obtaining prior written approval from DSAAPD.

7.7 The provider must develop and maintain policies and procedures for the delivery of ADRC Support Services.

7.8 For Options Counseling Support and Service Enrollment Support, the provider must establish contact with the consumer within five (5) working days of referral from the ADRC.

7.9 For Discharge Planning Support, the provider must establish contact with the consumer within one (1) working day of referral from the ADRC.

7.9.1 The provider must make follow-up contact with the consumer within 30 days of hospital discharge

7.9.1.1 In cases in which follow-up options counseling and/or service enrollment supports appear to be warranted, the provider must communicate with the ADRC Coordinator or his/her designee for the authorization of additional services hours, as needed.

7.10 For each consumer, the provider must submit to the ADRC Coordinator or his/her designee a written follow-up report within 60 days of service referral which summarizes service activities and outcomes.

7.11 The provider must submit to the ADRC Coordinator or his/her designee a written report 30 days following the conclusion of each calendar quarter which aggregates activities

and outcomes.

7.12 The provider must establish and maintain for each consumer a case file which contains:

7.12.1 Documentation of service referral from the ADRC
7.12.2 Documentation of activities carried out on behalf of the consumer
7.12.3 Documentation of amount of time spent to provide assistance
7.12.4 Documentation of outcome of service provision
7.12.5 Documentation of referrals to outside agencies and/or the ADRC for further assistance
7.12.6 Documentation of unresolved issues or problems
7.12.7 Documentation of service report(s) submitted

7.13 The provider must ensure access to the consumer's case files by authorized representatives of Delaware Health and Social Services and/or the federal funding agency.

7.14 The provider must operate the program and maintain records in a manner which is consistent with a consumer's right to privacy and confidentiality.

7.15 The provider must comply with DSAAPD quality assurance initiatives related to this program.

7.16 The provider must utilize tools and resources made available by the ADRC to support the delivery and tracking of services.

8.0 PROVIDER QUALIFICATIONS

8.1 The provider must employ staff member(s) with knowledge, experience and abilities sufficient to carry out ADRC Support Services, including knowledge of Delaware long term care resources.

8.2 The provider must have the capacity, either internally or through established networks, to communicate with non-English-speaking consumers.

8.3 The provider must designate a staff person to serve as the project director.

9.0 INVOICING REQUIREMENTS

9.1 The provider must invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contracts, Policy X-Q, Invoicing.

9.2 The following information must be included in the invoice, in addition to the items referenced in the Policy Manual:

9.2.1 Number of service units provided
9.2.2 Amount of DSAAPD funds expended

Attachment B: Budget

Description of Allowable Cost

DESCRIPTION OF ALLOWABLE COSTS

DESCRIPTION OF LINE ITEMS	
Salaries and Wages	Project Directors, Supervisors, Site Managers, Healthcare workers, Nutritionists, Clerks, Accountants, Bookkeepers, Janitors, Drivers, Case Managers, Outreach Workers, Secretaries, Training Instructors, Laborers, Executive Directors, Dietitians, Activity Coordinators, etc.
Fringe Benefits	Proportionate fringe benefits for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. paid by the agency.
Travel/Training	Include any staff training costs. Mileage reimbursement shall be a maximum of $.40 per mile. Training may include subscriptions and association dues.
Contractual Services	Rent, utilities, repairs (building, vehicle, equipment, etc.), telephone, advertising, printing, transportation insurance, vehicle, communication, consultants, tax preparation, storage, audit costs, etc.
Supplies	Vehicle supplies (not repairs), health supplies, program supplies, office supplies, janitorial, building (not sub-contracts), educational, medical, any type of meals purchased, etc.
Other/Equipment Any items or lot costing $1000.00 or more and a useful life of one (1) year or more.	Requests for equipment will be considered. A justification must be submitted for any item of equipment requested. Include in the justification: Is equipment requested a replacement for existing equipment or in addition to existing equipment. And, what is the impact on the agency's capacity to provide services to consumers or improve administrative capacity.
Indirect Cost	If the provider has a federal or state approved indirect cost rate, it may be used. The use of a federal or state approved rate may be negotiated with DSAAPD.

Budget Workbook and Instructions (Addendum #1)

Please refer to Addendum #1 which contains:

- **Budget Workbook Abridged Version (also available in EXCEL Format)**
- **Instructions for Budget Workbook Abridged Version**

Attachment C: Forms To Be Completed

- **Proposal Response Table of Contents**
- **Bidder's Signature Form**
- **Office of Minority and Women Business Enterprise Self-Certification Tracking Form**
- **Compliance Form**
- **Certification Sheet**
- **Notification to Bidders**
- **Mandatory Submissions Requirements Checklist**

Proposal Response Table of Contents

PROPOSAL RESPONSE TABLE OF CONTENTS

AGENCY NAME _____

Section 1: Application Identification and Contents	Required Formats	Included
Proposal Response Table of Contents	**PDF & WORD**	
Bidder's Signature Form (Attachment C)	**PDF & WORD**	
Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Attachment C)	**PDF & WORD**	
Compliance Form (Attachment C)	**PDF & WORD**	
Certification Sheet (Attachment C)	**PDF & WORD**	
Notification to Bidders (Attachment C)	**PDF & WORD**	
Mandatory Submission Requirements Checklist (Attachment C)	**PDF & WORD**	
Transmittal Letter (Section 5.1.8)	**PDF & WORD**	

Section 2: Technical Proposal		
Corporate Qualifications (Section 5.2.1)	**PDF & WORD**	
Work Plan (Section 5.2.2)	**PDF & WORD**	
Project Staffing and Organization (Section 5.2.3)	**PDF & WORD**	

Section 3: Budget Proposal		
Budget Workbook – Addendum #1 (included in a separate file named "budget proposal")	**PDF & EXCEL**	

Section 4: Appendices			
Appendix A:	**Job Descriptions**	**PDF & WORD**	
Appendix B:	**Service Specifications (Attachment A)**	**PDF & WORD**	
Appendix C:	**Emergency Preparedness Plan**	**PDF & WORD**	
Appendix D:	**Delaware Business License or 501 C Form**	**PDF & WORD**	
Appendix E:	**Resumes of Professional Staff**	**PDF & WORD**	
CONFIDENTIAL APPENDICES (included on the CDs Labeled "**Corporate Confidential Information")**			
Appendix F:	**Program and Agency Organizational Charts**	**PDF & WORD**	
Appendix G:	**Audit (one copy)**	**PDF & WORD**	

ALL ITEMS ABOVE MUST BE INCLUDED IN YOUR PROPOSAL.

Bidder’s Signature Form

DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

BIDDERS SIGNATURE FORM

NAME OF BIDDING AGENCY: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, & ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

DELIVERY DAYS/COMPLETION TIME: _____

F.O.B.: _____

TERMS: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF 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 PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

Office of Minority and Women Business Enterprise Self-Certification Tracking Form

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 # _____

EMAIL ADDRESS _____

FEDERAL EI # _____

STATE OF DE BUSINESS LICENSE # _____

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 appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director

Fax# (302) 677-7086 Certification # _____ Certifying Agency _____

http://www.omwbe.delaware.gov

SWORN TO AND SUBSCRIBED BEFORE ME THIS_____ DAY OF _____ 20 _____

NOTARY PUBLIC_____MY COMMISSION EXPIRES _____

CITY OF _____COUNTY OF _____STATE OF_____

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 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, the bidder must contract:
L. Jay Burks
Office of Minority and Women Business Enterprise
(302) 739-4206
Fax (302) 739-1965

Compliance Form

DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

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: _____

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 offerer 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

Notification to Bidders

Notification to Bidders

Vendor/Predecessor Firm Name	State Department and Division	Type of Contract Service Provided	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
Sample Vendor Firm Name	DHSS \ DMS	Alzheimer's Adult Day Services	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-999999	$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number 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.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter "**No contracts to specify**" under Vendor/Predecessor Firm Name in the first row of the table.

Mandatory Submission Requirements Checklist

Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted no later than the closing date and time	3.2	
The correct number of CD copies of each proposal is submitted: • Two (2) complete sets of CDs (Labeled as "Original") and six (6) complete sets of CDs (Labeled as "Copy") CD's must include technical proposal, budget and required attachments. Budget must be provided in a separate Excel file named "budget proposal." • One (1) additional complete set of up to three (3) CDs (Labeled as "**Corporate Confidential Information**").	3.2	
Transmittal Letter signed by an authorized representative	5.1.9	
Most recent audit report (included on the CDs labeled "**Corporate Confidential Information**")	4	
Copy of current business license or Form 501-C	3.7	
The required forms are submitted: • Proposal Response Table of Contents • Bidder's Signature Form • Office of Minority and Women Business Enterprise Self-Certification Tracking Form • Compliance Form • Certification Sheet • Notification to Bidders • Mandatory Submission Requirements Checklist	Attachment C	

This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a (Yes) or (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance.

_____
Signature of Authorized Representative

_____ _____
Title / Company Date

Addendum #1

- **DSAAPD Budget Workbook – Abridged**
  (NOTE: Excel version to be made available to bidders)

- **Instructions for DSAAPD Budget Workbook – Abridged**

DSAAPD BUDGET WORKBOOK
ABRIDGED VERSION

SALARY WORKSHEET

Agency:
Program / Service:
Contract Period:

Name of Staff	Title/Position	Project Hours	Total Hours	Annual Salary	% of Time on Project	Total Contract Salary
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
		1.00	1		100%	$0
Totals						$0
Fringe Benefits						$0
Indirect Cost						$0

BUDGET WORKSHEET

0

0

0

Budget Items		Amounts
C-1	**Staff Salaries**	$0
C-2	**Staff Fringe Benefits**	$0
C-3	**Travel/Training (Total)**	$0
	Mileage = Rate $0.00 X 0000 Miles	
	Training	
	Other (specify)	
C-4	**Contractual (Total)**	$0
	Rent (include cost per sq. ft.)	
	Electricity	
	Heat	
	Telephone/Internet	
	Utilities Other	
	Printing/Advertising	
	Postage	
	Insurance	
	Repairs	
	Other (specify)	
	Other (specify)	
	Other (specify)	
	Other (specify)	
C-5	**Supplies (Total)**	$0
	Office Supplies	
	Paper Supplies	
	Medical Supplies	
	Program Supplies	
	Photocopy	
	Raw Food	
	Prepared Meals	
	Vehicle (oil, gas, etc)	
	Other (specify)	
	Other (specify)	
C-6	**Equipment/Other Direct Costs (Total)**	$0
	Other (specify)	
	Other (specify)	
C-7	**Indirect Costs (Total Salaries w/o fringe x rate)**	$0
C-8	**Total Budget**	$0

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-1 Staff Salaries

Amount charged to DSAAPD **$0**

Explain how Staff Salaries were determined and justify any increase from the previous contract year.

C-2 Staff Fringe Benefits

Amount charged to DSAAPD **$0**

Fringe Benefits Rate **0%**

Explain how Staff Fringe Benefits were determined and justify any increase from the previous contract year. Show the break down of the Fringe Benefit Rate.

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-3 Travel / Training

Amount charged to DSAAPD **$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Mileage*

Mileage 0 Rate $0.00 **Total Mileage =** **$0.00**

Amount charged to DSAAPD **$0**

*** DSAAPD maximum allowable mileage rate is $0.40/mile**

Training

Amount charged to DSAAPD **$0**

Other (specify)

Amount charged to DSAAPD **$0**

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual

Amount charged to DSAAPD **$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Rent

Rental Location	Sq. Footage being charged to DSAAPD	Cost Per Sq. Ft.	Total
			$0
			$0
			$0
			$0
		Total Rent	**$0**

Rent - Additional Narrative

Amount charged to DSAAPD **$0**

Electricity

Amount charged to DSAAPD **$0**

Heat

Amount charged to DSAAPD **$0**

Telephone/Internet

Amount charged to DSAAPD **$0**

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual **(Continued)**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Utilities Other **Amount charged to DSAAPD** **$0**

Printing/Advertising **Amount charged to DSAAPD** **$0**

Postage **Amount charged to DSAAPD** **$0**

Insurance **Amount charged to DSAAPD** **$0**

Repairs **Amount charged to DSAAPD** **$0**

Other (specify) **Amount charged to DSAAPD** **$0**

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-4 Contractual **(Continued)**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify) **Amount charged to DSAAPD** **$0**

Other (specify) **Amount charged to DSAAPD** **$0**

Other (specify) **Amount charged to DSAAPD** **$0**

Additional Contractual Narrative

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-5 Supplies

Amount charged to DSAAPD **$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Office Supplies

Amount charged to DSAAPD **$0**

Paper Supplies

Amount charged to DSAAPD **$0**

Medical Supplies

Amount charged to DSAAPD **$0**

Program Supplies

Amount charged to DSAAPD **$0**

Photocopy

Amount charged to DSAAPD **$0**

Raw Food

Amount charged to DSAAPD **$0**

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-5 Supplies (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Prepared Meals

Amount charged to DSAAPD **$0**

Price per Meal $0.00 **# of Meals** 0 **Total** **$0**

Vehicle (Oil, Gas, Etc.)

Amount charged to DSAAPD **$0**

Other (specify)

Amount charged to DSAAPD **$0**

Other (specify)

Amount charged to DSAAPD **$0**

BUDGET WORKSHEET SUPPLEMENT

0
0
0

Narrative is **REQUIRED** for each Category where DSAAPD funds have been allocated on the Budget Worksheet.

C-6 Equipment & Other Direct Costs

Amount charged to DSAAPD **$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)

Amount charged to DSAAPD **$0**

Other (specify)

Amount charged to DSAAPD **$0**

C-7 Indirect Costs

Amount charged to DSAAPD **$0**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Explain how INDIRECT COST was determined: **$0**

FINAL BUDGET

0
0
0

	BUDGET ITEMS	BUDGET
C-1	Staff Salaries	$0
C-2	Staff Fringe Benefits	$0
C-3	Travel/Training	$0
C-4	Contractual	$0
C-5	Supplies	$0
C-6	Equipment/Other Direct Costs	$0
C-7	Indirect Costs (Total Salaries w/o Fringe x Rate)	$0
C-8	Total Budget	$0

Planned Units of Service	0
Unit Cost	$0

COMPARISON WORKSHEET

0
0
0

A.	**Projected Contract Expenses**	**Current Contract**	**Proposed Contract**	**Variance**
	% Line Item Change			
C-1	Salary		$0	
C-2	Fringe Benefits		$0	
C-3	Travel / Training		$0	
C-4	Contractual		$0	
C-5	Supplies		$0	
C-6	Equipment / Other Direct Costs		$0	
C-7	Indirect Costs		$0	
Total Projected Contract Expenses		$0	$0	
C.	**Units of Service**		0	
	Unit Cost		$0.00	

Division of Services for Aging and Adults with Physical Disabilities

DSAAPD Budget Workbook

Abridged Version

Instructions

Introduction to the
DSAAPD Budget Workbook – Abridged Version

This abridged version of the budget workbook is a standardized format for certain DSAAPD contracts.

The budget is an Excel workbook. The workbook consists of:

1. Salary Worksheet
2. Budget Worksheet
3. Budget Worksheet Supplement
4. Final Budget
5. Comparison Worksheet

Portions of the budget workbook and its worksheets are automated. Some items are calculated by the worksheet and some are transferred from other areas of the worksheet and workbook. As a result, the Salary and Budget worksheets require the most entries and time.

Instructions for Completing the DSAAPD Budget Workbook

Step 1 Salary Worksheet

The first step in the development of the budget is to complete the Salary Worksheet.

Heading

In the boxes provided, enter the agency name, program/service and contract year for this budget. The contract year should be entered in the month/day/year format (July 1, 20XX to June 30, 20XX; October 1, 20XX to September 30, 20XX, etc.).

Columns	
Name of Staff	In this column list the name of each person scheduled to work on the project. If this is a new position or currently a vacant position, put "To Be Hired" in this column. Nonprofessional staff can be combined in a single line (ex., all direct care staff such as aides) indicating all staff in that position.
Title/Position	In this column, enter the title or position of each person or group of persons. **Important: For the lines where "Name of Staff" or "Title/Position" are blank, leave the "1" in columns C & D**
Project Hours	Replace the "1" with the number of hours per week each individual who will work in this project. If a group of staff are combined on a single line, leave the "1" in this column for that line. **Important: For the lines where "Name of Staff" or "Title/Position" are blank, leave the "1" in this column.**
Total Hours	Enter the total number of hours per week each individual is scheduled to work for the agency in all activities. This number may be more than the number of project hours. **For example,** if the individual is a part time employee in your agency, enter the total number of hours that employee

	is on the payroll – if a person works 20 hours per week enter 20 hours. If the employee works 20 hours a week on the project and is a full time employee, enter the number of hours per week that is considered full-time by the agency for that employee such as 40 hours. If a group of nonprofessional staff has been combined on a single line, leave the "1" in this column for that line.
Annual Salary	Enter the total annual salary for each individual. This may be more than the salary paid from project funds. For Positions "To Be Hired", enter the salary to be paid from the estimated time of hire until the end of the contract year. The annual salary is the payment for the total number of hours the employee works for the agency as a whole, not just for this contract. If a group of staff are combined on a single line, enter the total amount this group will be paid by the contract.
% of Time on Project	This is the percent of the individual's total work time that is spent on this project. The percentage is automatically calculated.
Total Contract Salary	The totals are automatically calculated for each line (contract salary = annual salary x percent of time on the project).
Rows Totals	Salary totals are automatically calculated.
Fringe Benefits	Enter the percentage that fringe benefits are of salaries (in the % of Time on Project column). Total fringe benefit amount will calculate automatically (Total fringe = fringe percentage x total salary) (On the Budget Worksheet Supplement, provide detail on the items included in fringe benefits and the percent each item is of total fringe benefits.)
Indirect Cost	If applicable, enter indirect cost rate. Indirect costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers.

	If the agency wants to charge an indirect cost, it must have a federally approved indirect cost rate. A copy of the federal approval must be submitted with this application. An approved indirect cost rate must be applied to gross salaries and wages only. Total indirect cost amount will calculate automatically. (Total indirect cost = indirect cost rate x total salary)

Step 2 Budget Worksheet & Budget Worksheet Supplement

Budget Worksheet

Section C-1	**Staff Salary**
Line 10	Salary amounts are automatically imported from the Salary Worksheet.
Section C-2	**Staff Fringe Benefits**
Line 11	Fringe benefit amounts are automatically imported from the Salary Worksheet.
Section C-3	**Travel and Training Expenses**
Line 12 Total Travel and Training	The total travel and training line is automatically calculated once travel and training detail amounts are entered. (Line 12 is the sum of lines 13 through 15.)
Line 13 Mileage	Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed DSAAPD's maximum allowable of forty cents ($0.40) per mile. Specify total number of miles and reimbursement rate. Mileage cost = reimbursement rate x number of miles.
Line 14 Training	Enter costs associated with training.
Line 15 Other (specify)	Specify other travel and training costs and enter amount. Use the Budget Worksheet Supplement to explain costs.
Section C-4	**Contractual**
Line 16 Total Contractual	The total contractual line is automatically calculated once contractual detail amounts are entered. (Line 16 is the sum of lines 17 through 29.)
Line 17 Rent	Enter the cost of space rental. Use the Budget Worksheet Supplement to identify each space rented, the square footage and the cost per square foot.

Lines 18-24 Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance	Enter the total cost for each line item.
Line 25 Repairs	Enter the cost of repairs. Use the Budget Worksheet Supplement to describe the proposed repairs and the need for them.
Lines 26-29 Other (specify)	Specify and enter the amount for each other contractual cost. Use the Budget Worksheet Supplement to explain each cost.
Section C5	**Supplies**
Line 30 Total Supplies	The total supplies line is automatically calculated once supplies detail amounts are entered. (Line 30 is the sum of lines 31 through 40.)
Lines 31-38 Office Supplies Paper Supplies Medical Supplies Photocopy Raw Food Prepared Meals Vehicle (oil, gas)	Enter the total cost for each line item.
Lines 39-40 Other (specify)	Specify and enter the amount for each other supply cost. Use the Budget Worksheet Supplement to explain each cost.
Section C6	**Equipment/Other Direct Costs**
Line 41 Total Equipment/Other Direct Costs	The total equipment/other direct costs line is automatically calculated once detail amounts are entered. (Line 41 is the sum of lines 42 through 43.)
Lines 42 and 43 Other (specify)	Specify items and amounts. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount. If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
Section C7	**Indirect Costs**

Line 44 Indirect Costs	Indirect cost amounts are automatically imported from the Salary Worksheet.
Section C8	**Total Budget**
Line 45 Total budget	The total budget amount is calculated automatically.

Budget Worksheet Supplement

Budget Worksheet Supplement	**For each section of the Budget Worksheet, use the Budget Worksheet Supplement to explain how a particular cost was calculated, explain why a certain cost is necessary or provide more information to clarify items in "Other Specify". This is the budget justification & narrative.** **The amount allocated to DSAAPD for each Section will appear to the right of each Section heading on the Budget Worksheet Supplement.**
C1	**Staff Salaries** Explain any increase/decrease in salary from previous contract year.
C2	**Staff Fringe Benefits** Explain any increase/decrease in fringe benefits from previous contract year. Provide detail on the items included in fringe benefits and the percent each item is of total fringe benefits. Example: Fringe Benefit Rate of 25% 10% = FICA 8% = Unemployment Insurance 5% = Workman's Compensation 2% = Other
C3	**Travel/Training** Explain Mileage Example: mileage x 0.40(DSAAPD Max) = Total 4000 miles x 0.40 = $1,600 Provide a detailed description of training allocated on the Budget Worksheet.
C4 Rent	**Contractual** Identify the square footage and the cost per square foot for ***each*** space rented. Example: Sq. Footage x Cost/sq. ft. = Total 2000 sq. ft. x $10/sq. ft. = $20,000

Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance	Explain how these costs were determined.
Repairs	Describe the proposed repairs and the need for them.
Other (Specify)	Identify and Explain each cost.
C5	**Supplies**
Office Supplies Paper Supplies Medical Supplies Photocopy Raw Food Prepared Meals Vehicle (oil, gas, etc)	Explain and break down each cost allocated on the Budget Worksheet.
Other (Specify)	Identify and explain each cost.
C6	**Equipment/Other Direct Costs**
	Describe the methodology for determining the budgeted amount. If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
C7	**Indirect Cost**
	Explain how Indirect Cost was determined.

Step 3 Final Budget

Budget Items C1-C8	The line item values (C-1 through C-8) are imported from the Budget Worksheet
Planned Units of Service	Enter the planned number of service units to be provided.
Unit Cost	The unit cost is calculated automatically. (Unit cost = total budget / planned units of service)

Step 4 Comparison Worksheet

NOTE: If the Budget Workbook is being completed for a new contract or RFP, this page is not required.

Current Budget	In this column enter the budgeted amounts for each item for the current contract year.
Proposed Budget	No entries are required. The entries are calculated automatically.
Variance	No entries are required. The percent change is calculated automatically.