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-11-042

FOR

Alzheimer's Adult Day Services

FOR

The Division of Services for Aging & Adults with Physical Disabilities
Delaware Health & Social Services
Herman M. Holloway Sr. Campus
1901 N. DuPont Highway
New Castle, DE. 19720

Deposit	Waived
Performance Bond	Waived

Date Due: March 31, 2011 @ 11:00 A.M. EDT

A **mandatory pre-bid meeting** will be held on **February 22, 2011 @ 10:00 A.M. EST** 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."

Due to space limitations it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.

REQUEST FOR PROPOSAL # HSS-11-042

Proposals for Alzheimer's Adult Day Services for the Division of Services for Aging & Adults with Physical Disabilities, 1901 Delaware Health & Social Services, Herman M. Holloway Sr. Campus, 1901 N. DuPont Highway, New Castle, DE. 19720 will be **received** by:

Delaware Health and Social Services
Herman M. Holloway Sr. Campus
Procurement Branch
Main Administration Bldg, Sullivan Street
Second Floor, Room #257
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **March 31, 2011 @ 11:00 A.M. EDT**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **February 22, 2011 @ 10:00 A.M. EST** 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. For further information please call 302-255-9290.

"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 http://bids.delaware.gov. 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 6.9 of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

Obtaining Copies of the RFP

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at http://bids.delaware.gov.

Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981

NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER (**HSS-11-042**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLDG, 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 PROCUREMENT UNIT OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D, E and F signed and with all information on the forms complete.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

Organizations Ineligible to Bid

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

REQUEST FOR PROPOSAL FOR ALZHEIMER'S ADULT DAY SERVICE FOR DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Alzheimer's Adult Day Services. Contract renewal is possible for up to four (4) additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be on **February 22, 2011 @ 10:00 A.M. EST** at the following location.

Delaware Health and Social Services
1901 N. DuPont Highway
Herman M. Holloway Sr. Campus
Sullivan Street, First Floor Conference Room #198
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 agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than fifteen (15) minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Inquiries regarding this RFP should be addressed to:

Franklin Jones
Public Health Treatment Program Administrator
Franklin.Jones@state.de.us

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 & Adults with Physical Disabilities** staff, except those specified in this RFP, regarding this procurement. Contact between contractors and **Franklin Jones** is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by **February 14, 2010** and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax 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://bids.delaware.gov

Following the pre-bid meeting, bidder communication is limited to Bruce Krug, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business. In the case of such exception, communication may not include an active RFP.

REQUEST FOR PROPOSAL FOR ALZHEIMER'S ADULT DAY SERVICES FOR DIVISION OF SERVICES FOR AGING & ADULTS WITH PHYSICAL DISABILITIES

1. INTRODUCTION

This is a Request for Proposal (RFP) for Alzheimer's Adult Day 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 July 1, 2011 through June 30, 2012.

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.

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.

1.1 Background

The purpose of this RFP is to procure statewide Alzheimer's Adult Day Services for eligible Delawareans eighteen (18) years of age or older, who are diagnosed with Alzheimer's disease or related progressive dementia for the period from July 1, 2011 through June 30, 2012.

The program must be offered, at a minimum, at one upstate and one downstate location.

A draft of the proposed regulations for State Licensing can be found online at: http://www.dhss.delaware.gov/dph/hsp/hflc.html

1.2 Project Goals

The goal of the Alzheimer's Adult Day program is to enhance the quality of life for persons with Alzheimer's disease and related dementias, and their families, by creating a therapeutic environment in which they maintain maximum functioning and independence, while preventing early and inappropriate institutionalization. To obtain this goal, the program must provide high quality programming for the participants, respite for the caregivers from care-giving tasks, and support and information to enhance the caregiver's skills.

2. SCOPE OF SERVICES

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 statewide Alzheimer's Adult Day Services for eligible Delawareans who are eighteen (18) years of age or older, who are diagnosed with Alzheimer's disease or related progressive dementia for the period July 1, 2011 through June 30, 2012.

Division of Services for Aging & Adults with Physical Disabilities has developed "service specifications" for Alzheimer's Adult Day Services. These specifications define the scope of work for this service. They include service descriptions, participant eligibility, standards for service, monitoring requirements, and other relevant information.

The service specifications for Alzheimer's Adult Day 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 4**) of this RFP.

3. SPECIAL TERMS AND CONDITIONS

3.1 Length of Contract

Contract term is one (1) year with the possibility of renewal for up to four (4) additional years contingent on funding and satisfactory performance.

3.2 Subcontractors

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

The proposed subcontractors must be approved by the Division of Services for Aging & Adults with Physical Disabilities.

3.3 Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

3.4 Reserved Rights

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

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received**;**
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

3.5 Termination Conditions

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

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

The 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,

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

3.6 Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

3.7 Payment

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. 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.

3.8 W-9 Information Submission

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 and 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 vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

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

4. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

4.1 Bidder's Signature Form

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

4.2 Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: March 31, 2011 @ 11:00 A.M. EDT**).

4.3 Table of Contents

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

4.4 Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. Any and all CD disks provided containing confidential information should be marked as such on the CD disk. These items are:

1) any financial information relating to the company or organization (not the RFP pricing or budget);
2) Organization Charts.

4.5 Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

4.6 Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

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

4.7 Proposed Methodology and Work Plan

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities and strategies, and resources.

4.8 Certification and Statement of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data.
(See Appendices D & E)

4.9 Standard Contract

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Services for Aging & Adults with Physical Disabilities. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

5. BUDGET

Vendor will submit a line item budget, **for the contract year**, using a format mirroring that in Appendix B. Modifications to the budget after the award must be approved by the Division.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

6. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

6.1 Number of Copies Required

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

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 will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of Appendices C, D, E, and F must be submitted in hardcopy with original signatures.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (http://bids.delaware.gov.) relative to this RFP, a statement confirming the proposal remains effective through the date shown in (Section 6.4) below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

BRUCE KRUG
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North DuPont Highway
New Castle, DE 19720

6.2 Closing Date

All responses must be received no later than **March 31, 2011 @ 11:00 A.M. EDT**. Later submission will be cause for disqualification.

6.3 Opening of Proposals

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

6.4 Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2011. The State of Delaware reserves the right to ask for an extension of time if needed.

6.5 Acknowledgement of Understanding of Terms

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

6.6 Realistic Proposals

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

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

6.7 Non-Conforming Proposals

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

6.8 Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

6.9 Questions

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either faxed or emailed to:

Franklin Jones
Public Health Treatment Program Administrator
Franklin.Jones@state.de.us
Fax: 302-255-4445

Deadline for submission of all questions is **February 14, 2010**. Written responses will be faxed or emailed to bidders no later than **March 11, 2011**. Please include your fax number and/or your email address with your questions.

All questions and answers will be posted on http://bids.delaware.gov.

6.10 Amendments to Proposals

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

6.11 Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

6.12 Non-Interference Clause

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

6.13 Investigation of Bidder's Qualifications

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

6.14 RFP and Final Contract

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

6.15 Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All terms and conditions contained in the proposal will remain fixed and valid for one (1) year(s) after proposal due date.

6.16 Cost of Proposal Preparation

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

6.17 Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

Activity	Schedule
Advertise RFP	**January 31, 2011**
Submission of Questions	**February 1, 2011 – February 14, 2010**
Mandatory Pre-Bid Meeting	**February 22, 2011 @ 10:00 A.M. EST**
Response to Questions	**March 11, 2011 @ 04:30 P.M. EST**
Bid Opening – Applications Due	**March 31, 2011 @ 11:00 A.M. EDT**
Evaluation & Selection Process	**April 14, 2011 (Tentative)**
Notification of Award	**April 28, 2011 (Tentative)**
Project Begins	**July 1, 2011**

6.18 Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

7. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Services for Aging & Adults with Physical Disabilities, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

7.1 Technical Proposal

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

7.1.1 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.

7.1.2 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).

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.

7.1.3 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 7.1.3, such as Organizational Charts are considered confidential, and will be included separately from the RFP Proposal as indicated in Section 6.1. 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**".

7.2 Budget Proposal

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

7.2.1 Budget Workbook

Complete the required budget workbook according to the instruction provided in Appendix A. Excel powered budget workbooks will be available to providers who attend the pre-bid meeting.

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.

Upon selection of a vendor, a Division of Services for Aging & Adults with Physical Disabilities representative will enter into negotiations with the bidder to establish a contract.

7.3 Consultants and Legal Counsel

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

7.4 Exclusions

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

Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

7.5 Project Costs and Proposed Scope of Service

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 the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A: *BUDGET WORKBOOK INSTRUCTIONS*

- ***DSAAPD Budget Workbook Instructions***

Division of Services for Aging and Adults with Physical Disabilities

Contract Budget Workbook

Instructions

Introduction to the DSAAPD Budget Workbook

This budget workbook is a standardized format for all 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
6. Unit Cost Contract Budget (if applicable)

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.

Definitions and Other Helpful Information

- A complete budget workbook must be submitted for each service. Save and rename a copy of the budget workbook file for each service.

- It is useful to keep a running list of fixed and variable costs. Fixed costs are those that remain the same as units of service increase or decrease. Variable costs change as the units of service increase or decrease.

- Develop a methodology for allocation of costs to each funding stream. This will speed the completion of the salary, fringe benefit and budget worksheets. In reviewing the budget proposal, DSAAPD may ask for an explanation of the methodology.

- When a worksheet is printed, the validation column will not print.

- Funding stream refers to the source of funds for each service/program.

    - Older Americans Act (OAA): includes federal Older Americans Act funds, such as Title III, federal NSIP and state funds administered in conjunction with the OAA funds.

    - SSBG: federal Social Services Block Grant funds and state funds administered in conjunction with the SSBG funds.

    - State: legislative appropriations to DSAAPD

    - Tobacco: funds available to DSAAPD from the Tobacco Settlement Agreement.

    - USDA: commodity foods made available by the US Department of Agriculture.

    - Local Cash: funds from local sources such as town/city/county government, United Way, and foundations. State Grant-In-Aid is considered local cash.

    - In-kind: non-cash contributions provided by third parties and the contractor. Third party and contractor in-kind contributions may be in the form of staff time, real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.

    - Program Income: client contributions, donations and fees; payments from staff and guests for the full cost of meals consumed; income earned from contract supported activities, such as the sale of arts and crafts, bazaars, dinners, dances, and any other fund-raising activity supported by contract funds; interest income earned from program funds.

- Budgeting Program Income: In this budget process, program income is built into the budget. A reasonable estimate of the program's project income must be made at the beginning of the process. The estimate is based on the agency's program income history. If the trend over each of the last three years has been an increase of 5% per year, use that percent in your estimations. If total program income has gone up and down over the last 3 -5 years, use the 3-5 year average as the basis for the estimate.

- 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.

- Administrative costs are those costs of doing business which are not direct service costs. For example, the salary of the "project director" is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.

Instructions for Completing the DSAAPD Contract Budget Workbook

- Each service must have its own budget workbook.
- The congregate and home delivered nutrition programs, including nutrition interventions, are included in a single nutrition budget workbook.
- The nutrition worksheets are completed only by Older Americans Act and SSBG meals programs. (Green Tabs)
- The program manager will provide additional instructions as appropriate.
- Before beginning – save the budget workbook file with a new name for each service/program.
- OAA programs <u>must</u> complete the "Local Cash/In-kind" and "Program Income" columns. The Local Cash/In-kind column must reflect the required 10% local match or as negotiated for Title V contracts.
- OAA programs <u>must</u> complete the "Matching Funds " portion of the "Budget Worksheet Supplement" (page 9)
- SSBG programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds " portion of the "Budget Worksheet Supplement"
- State funded programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds " portion of the "Budget Worksheet Supplement"
- Tobacco funded programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds " portion of the "Budget Worksheet Supplement"
- Nutrition Services: The Older Americans Act funding stream includes NSIP funds and the "Matching Funds".
- No entries are needed or permitted in the areas shaded light blue, pale yellow/beige or orange.
- The orange column is the validation column. The value for this column should be zero. If it is not, then too much or too little money has been entered.
- The three (3) grey columns on the right side of each worksheet are for provider use. This information does not need to be transmitted to DSAAPD.

Step 1 Salary Worksheet

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

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.).

Nutrition Programs: Congregate and home delivered meals and other nutrition services (counseling, support groups, etc) are included in a single budget workbook. For Program, enter "Nutrition." The salary worksheet includes all staff for the congregate and home delivered combined.

Column	
A. 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.
B. 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**
C. Project Hours	Replace the "1" with the number of hours per week each individual will work in this project. If a group of aides in a Personal Care, Housekeeping or Respite program 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.**
D. 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.
E. 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 aides in a Personal Care, Housekeeping or Respite program are combined on a single line, enter the total amount this group will be paid by the funding source.
F. % 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.
G-L. Salary Breakouts	In columns G through L, indicate the dollar amount of salary paid from each funding stream used in this contract, as appropriate. The individual's salary may be paid from just one funding stream or more than one. For example, part of salary is paid with Older Americans Act funds and the balance by local cash.
M. Total Contract Salary	This column calculates from columns E and F using the formula E*F and must equal the sum of Columns G through L on each line.
Line 34 Total	The totals are automatically calculated.

Line 35 Column F	Enter the percentage that fringe benefits are of salaries. The amount each funding stream pays for fringe benefits is calculated automatically. On the Budget Worksheet Supplement, provide detail on the items included in fringe benefits and the percent each item is of total fringe benefits.
Line 36 Column F	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.
Line 35 & Line 36 Columns G-M	These values are calculated using the percentage entered in Column F times the total salaries paid by each funding stream. These values are automatically calculated.

Step 2 Budget Worksheet & Budget Worksheet Supplement

Budget Worksheet

Note:	**Sections C-1 and C-2 are automatically imported from the Salary Worksheet. For sections C-3 through C-9, no entries are needed or permitted in the light blue, pale yellow/beige and orange shaded areas.**
Administration Column	In this column enter the dollar value of the administrative cost included in the "Total" column for each line item. Administrative costs are those costs of doing business which are not direct service costs. For example, the salary of the "project director" is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost. **If the agency has an indirect cost rate, no entry should be made in this column for any line item that is included in the indirect cost rate.**
Validation Column	For each line, the value in Column C must be equal to the values in Columns D through J. The validation column subtracts the total of Columns D through J from Column C. The validation column must be equal to zero. If it is not zero, too much or too little money has been allocated.

Section C-3	**Travel and Training Expenses**
Line 12	Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.
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. If an agency chooses to exceed the DSAAPD maximum, it may do so as long as the amount over the maximum is paid by the agency from local or other sources. In Column C, enter the value of the total number of miles multiplied by the reimbursement rate. Allocate the cost in Column C to each funding stream (Columns D through I).
Section C-4	**Contractual**
Line 16	Line 16 is the sum of Lines 17 through 29. The values for this line are automatically calculated.
Line 17 Rent	Enter the cost of space rental. Allocate the cost in Column C to each funding stream. 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 and allocate the cost to the appropriate funding stream(s).
Line 25 Repairs	Use the Budget Worksheet Supplement to describe the proposed repairs and the need for them.
Lines 26-29 Other Specify	Use the Budget Worksheet Supplement to identify each cost.

Section C5	**Supplies**
Line 30	Line 30 is the sum of the lines 31 through 40. The values for this line are automatically calculated.
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 and allocate the cost to the appropriate funding stream(s).
Lines 39-40 Other (Specify)	Use the Budget Worksheet Supplement to identify each "other specify" item.
Section C6	**Equipment/Other Direct Costs**
	If existing equipment is being used as match, it should be shown as a cost. 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.
Line 41	Line 41 is the sum of lines 42 through 43. The values for this line are automatically calculated.
Section C9	**Total Budget Without Local Cash or In-kind**
	This value is calculated by the worksheet.
Match Needed Cell H48	This value shows the amount of match needed.
Local Cash & In-Kind Validation Cell H51	The Total Amount of Local Cash/In-kind (Cell H45) must equal to the Total Amount of Match Needed (Cell H48). The validation cell must be equal to zero. If it is not zero, too much or too little money has been allocated and the amount of Local Cash & In-Kind on the Budget Worksheet must to be adjusted.

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 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**
	If existing equipment is being used as match, it should be shown as a cost. 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.
Program Income Cell B150	Explain how Program Income was determined
Indirect Cost Cell B154	Explain how Indirect Cost was determined.

Budget Worksheet Supplement (page 9) – Matching Funds

OLDER AMERICANS ACT FUNDING ONLY

Local Cash/In-Kind	Older Americans Act funds may be used for no more than 90% of the program/service cost. Local resources must be used for 10% (or as negotiated for Title V) of program/service costs.
In-Kind	Enter the source and value of each in-kind resource used as match on the budget worksheet. If volunteers are used as an in-kind resource, refer to policy X-G-2 for additional instructions.
Local Cash	Enter the source and the amount of all cash used for match on the budget worksheet.

Step 3 Final Budget

NOTE:	The final budget imports the values from the Budget Worksheet except for units of service.
Cost Reimbursement Contracts	All needed information has been imported from the Budget Worksheet. Do not enter any additional information.
Unit Cost Contracts	For each funding stream, enter the planned number of service units to be provided. The unit cost and /or reimbursement rate is calculated by the form. **(This step does not apply to nutrition contracts. Nutrition reimbursement rates are calculated on the nutrition worksheets).**

Step 4 Comparison Worksheet

Current Budget	In this column enter the budgeted amounts for each item for the current contract year.
Note:	If budget workbook are being completed for a new contract or an RFP, no entries are required. DO NOT enter amounts for current contract year.
Proposed Budget	No entries are required. The entries are automatically completed.
Variance	No entries are required. This column automatically calculates the percent change.

Unit Cost Contract Budget Worksheet

(Unit Cost Contract Budget, Congregate Contract Budget, HD Contract Budget)

No input is required on the Unit Cost Contract Budget Worksheets.
The totals on the Contract Budget Worksheets may not agree with the totals on the Final Budget worksheet. The Contract Budget Worksheets adjust the total so that the amount of the total contract will reflect an even amount of service units.

For Example: Total contract on the Final Budget Worksheet = $200,037
Reimbursement rate is $50 and service units are 4,000
$50 x 4,000 = $200,000

The Maximum DSAAPD resource will be adjusted to $200,000 on the Contract Budget Worksheet.

Adjustments should be made on the Salary Worksheet and/or the Budget Worksheet in order to make these worksheets and the Contract Budget Worksheet agree.

The Contract budget worksheet is the actual budget that will be included in your contract if you have a Unit Cost Contract.

If you have a Cost Reimbursement Contract the entire budget workbook will be included in your contract.

APPENDIX B: *BUDGET WORKBOOK*

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

SALARY WORKSHEET

Agency:
Contract Year:
Program/Service:

Name of Staff	Title/Position	Project Hours	Total Hours	Annual Salary	% of Time on Project	Salary Paid with OAA Funds	Salary Paid with SSBG Funds	Salary paid with State Funds	Salary Paid with Tobacco Funds	Salary Paid with Local Cash/In-kind	Salary Paid with Program Income	Total Contract Salary
Totals												
Fringe Benefits												
Indirect Cost												

BUDGET WORKSHEET

Agency:
Contract Year:
Program/Service:

Budget Items		TOTAL	OAA NSIP	SSBG	State	Tobacco	Local Cash In-Kind	Program Income	USDA	Administrative
C-1	Staff Salaries									
C-2	Staff Fringe Benefits									
C-3	Travel/Training (Total)									
	Mileage = Rate $0.00 x 0000									
	Training									
	Other (Specify)									
C-4	Contractual (Total)									
	Rent (include cost per sq. ft.)									
	Electricity									
	Heat									
	Telephone/Internet									
	Utilities Other									
	Printing/Advertising									
	Postage									
	Insurance									
	Repairs (Specify									
	Other (Specify)									
	Other (Specify)									
	Other (Specify)									
	Other (Specify)									
C-5	Supplies (Total)									
	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 Cost (Total)									
	Specify									
	Specify									
C-7	Indirect Cost (Total Salaries w/o Fringe Rate)									
C-8	Total Budget									
C-9	Total Budget w/o Local Cash or In-Kind									

BUDGET WORKSHEET SUPPLEMENT

Agency:
Contract Year:
Program/Service:

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.

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**

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**

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

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

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**

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

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**

Explain how PROGRAM INCOME was determined: **$0**

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

Column H **Local Cash & In-Kind**

MATCHING FUNDS (OAA Funding ONLY)

****Total Amount of Local Cash/In-kind (Cell H45 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell H48 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/In-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/In-Kind allocated on the "Budget Worksheet".**

IN-KIND CONTRIBUTIONS

Detailed Description of Revenue Sources Used as Match	Amount
TOTAL	$0

LOCAL CASH

Detailed Description of Revenue Sources Used as Match	Amount
TOTAL	$0

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	**$0**
MATCH NEEDED	**$0**

FINAL BUDGET

Agency:
Contract Year:
Program/Service:

	BUDGET ITEMS	BUDGET
C-1	Staff Salaries	
C-2	Staff Fringe Benefits	
C-3	Travel / Training	
C-4	Contractual	
C-5	Supplies	
C-6	Equipment / Other Direct Cost (Total)	
C-7	Indirect Cost (Total Salaries w/o fringe x rate)	
C-8	Total Budget (Including Local Cash / In-Kind)	
C-9	Total Budget w/o Local Cash / In-Kind	
	Planned Units of Service	
	Unit Cost	
	Planned Program Income	
	Program Income per unit of Service	
	Other Resources (USDA Commodities)	
	DSAAPD Resources Needed	
	Total Resources w/o Local Cash / In-Kind	
	Reimbursement Rate	

OAA	SSBG	State	Tobacco

OAA

DSAAPD Resources Needed = (C9) Total Budget w/o Local Cash or In-Kind – Planned Program Income – Other Resources (USDA Commodities)
Reimbursement Rate = Unit Cost – Program Income Cost Per Unit (for OAA units only)

COMPARISON WORKSHEET

Agency:
Contract Year:
Program / Service:

A. Projected Contract Expenses w/o Local Cash / In-Kind % Line Item Change	**Current Contract**	**Proposed Contract**	**Variance**
1. Salary			
2. Fringe Benefits			
3. Travel / Training			
4. Contractual			
5. Supplies			
6. Equipment / Other (Specify)			
7. Indirect Costs			
Total Projected Contract Expenses w/o Local Cash / In-Kind			
B. Project Revenue (Funding Sources)			
Total DSAAPD Funds Requested			
▪ Final Budget			
Other Revenue Sources			
▪ USDA			
▪ Project Income			
Total Contract Revenue			
C. Units of Service			
▪ Unit Cost (SSBG)			
▪ Unit Cost (State)			
▪ Unit Cost (Tobacco)			
▪ Unit Cost (OAA)			
▪ Reimbursement Rate (OAA)			

*Total Contract Revenue must equal Total Contract Expenses
*Total DSAAPD Funds is the sum of Title III & NSIP Cash or SSBG

Unit Cost Contract Budget

Agency: _____

Program/Service: _____

Contract Year: _____

STATE

A.	Unit Cost	_____
B.	Planned Service Units	_____
C.	Total Resources Needed	
	a. Maximum DSAAPD Resources (A x B)	_____

SSBG

A.	Unit Cost	_____
B.	Planned Service Units	_____
C.	Total Resources Needed	
	a. Maximum DSAAPD Resources (A x B)	_____

TOBACCO

A.	Unit Cost	_____
B.	Planned Service Units	_____
C.	Total Resources Needed	
	a. Maximum DSAAPD Resources (A x B)	_____

OAA Programs (with Program Income)

A.	Unit Cost	_____
B.	Program Income per Unit of Service	_____
C.	DSAAPD Reimbursement Rate (A - B)	_____
D.	Planned Service Units	_____
E.	Total Resources Needed:	
	a. Maximum DSAAPD Resources (C x D)	_____
	b. Program Income (B x D)	_____
	c. 10% Matching Funds	_____
	(E.a) ÷ 0.9 - (E.a)	

Total Contract Amount _____

APPENDIX C: *BIDDERS SIGNATURE FORM*

DELAWARE HEALTH AND SOCIAL SERVICES

REQUEST FOR PROPOSAL

BIDDERS SIGNATURE FORM

NAME OF BIDDER: _____

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: _____

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.

APPENDIX D: *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

APPENDIX E: *STATEMENTS OF 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:_____

APPENDIX F: *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), 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) 739-5561

APPENDIX G: *CONTRACT BOILERPLATE*

DELAWARE HEALTH
AND SOCIAL SERVICES

CONTRACT # _____
BETWEEN
[DIVISION NAME HERE]
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]

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 B. 3. 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:

Division name here _____

Address _____

Attn: _____

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 ___.

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 ___. 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. <u>Miscellaneous Requirements</u>

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, 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:

_____
Signature

_____
Name (please print)

_____
Title

_____
Date

For the Department:

_____
Rita M. Landgraf
Secretary

_____
Date

For the Division:

_____
[**Division Director Name Here**]

_____
Date

CONTRACT APPENDIX A

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.

CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

   Address: _____

   _____

   Phone: _____

   E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

   _____ Federal Funds (CFDA # _____)
   _____ State Funds
   _____ Other Funds
   _____ Combination of Funds

1.0 SERVICE DEFINITION

1.1 A specialized, structured, therapeutic program for persons diagnosed with Alzheimer's disease or related progressive dementia. The program provides health supervision and therapeutic activities in a group setting by professionally qualified staff. Activities are designed to give purpose and meaning to daily life. Some assistance with activities of daily living is provided. The service benefits both the person with dementia and the caregiver by providing respite care and is designed for persons who cannot live independently and might otherwise be institutionalized.

2.0 SERVICE GOAL

2.1 The goal of the adult day service program is to enhance the quality of life for persons with Alzheimer's disease and related dementias, and their families, by creating a therapeutic environment in which they maintain maximum functioning and independence, while preventing early and inappropriate institutionalization. To obtain this goal, the program must provide high quality programming for the participants, respite for the caregivers from care-giving tasks, and support and information to enhance the caregiver's skills.

3.0 SERVICE UNIT

3.1 The unit of service for adult day services is one day of service for one participant.

3.2 If the program provides transportation, the adult day service will begin when the participant is picked up at his/her home and will end when returned to his/her home. In order to maximize time in the center, transportation routes should be limited to one hour. If transportation is not provided, the day will begin when the participant enters the facility and will end when he/she leaves.

4.0 SERVICE AREA

4.1 Providers of adult day services are permitted to define sub-areas of service within the state.

5.0 SERVICE LOCATION

5.1 Adult day services must be provided in a facility licensed by the State of Delaware as an Adult Day Care Facility.

.

6.0 SERVICE ELIGIBILITY

6.1 To be eligible for adult day services, the participant:

- 6.1.1 Must be eighteen (18) years of age or older
- 6.1.2 Must be a resident of the State of Delaware
- 6.1.3 Must be diagnosed with Alzheimer's disease or other progressive dementia and have documentation of a physician's evaluation
- 6.1.4 Must be able to benefit from the program
- 6.1.5 Must have documentation of a recent medical examination (within the last 6 months) certifying that the participant is free of contagious diseases
- 6.1.6 Must be unable to be left alone at home

6.1.7 Must live with a caregiver who either works outside the home or needs temporary relief from caregiving

6.2 The Adult Day Service program does not serve individuals who:

6.2.1 Are capable of living independently;

6.2.2 Require skilled nursing care (i.e. 24-hour nursing care);

6.2.3 Capable of functioning in a less restrictive environment (i.e., senior center);

7.0 WAITING LISTS

7.1 When the demand for a service exceeds the ability to provide the service, a waiting list is required. Applicants will be placed on the waiting list until services can be provided; or, until the applicant no longer desires services. The waiting list must be managed in accordance with the DSAAPD Policy Manual X-K, Client Waiting Lists. In all cases, the reason for the selection of an individual ahead of others on the waiting list must be documented (e.g. in writing and available for review).

8.0 CALCULATION FOR NUMBER OF SERVICE UNITS

The following calculations shall be used to determine the number of service units for Adult Day Services.

8.1 The program must first establish a minimum number of operating days per year using the following:

Example:

365	days per year
-104	(less 104 weekend days)
- 12	(less 12 holidays)
- 5	(less 5 days for weather, miscellaneous)
244	operating days per year

8.1.1 After establishing the number of operating days (using the example in 8.1) use the following formula to determine the number of service units:

# of oper. days/year x average daily census = # of service units.

Example:

244	operating days per year
x 25	participants per day
6,100	service units

9.0 INVOICING REQUIREMENTS

9.1 The provider will invoice DSAAPD pursuant to the DSAAPD Policy Manual for Contract, Policy X-Q, Invoicing. The following information will also be included on the invoice:

9.1.1 Number of operating days eligible for payment for the billing period.

9.1.1.1 Participant legal name.

9.1.1.2 Service Units provided per participant.

9.1.1.3 Total Service Units provided.

9.1.1.4 Service Unit Cost.

9.1.1.5 Total DSAAPD funds earned.

10.0 PROGRAM REPORT

10.1 The provider will complete a Quarterly Program Performance Report pursuant to the DSAAPD Policy Manual for Contract, Policy X-S, Reporting.