



DELAWARE HEALTH  
AND SOCIAL SERVICES

**Division of Management Services**  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. HSS [HSS-12-041]**

**FOR**

**WORKFARE SERVICES FOR FOOD SUPPLEMENT PROGRAM ABLE-BODIED  
ADULTS WITHOUT DEPENDANTS (ABAWD) AND EMPLOYMENT AND TRAINING  
SERVICES FOR NON-ABAWD POPULATION**

**FOR**

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

Deposit	Waived
Performance Bond	Waived

**Date Due: June 25, 2012  
11:00 A.M. EST**

**A pre-bid meeting will be held on May 31, 2012 at 10:00 A.M. EST at the Main Administration Building, Room 198 First Floor Herman Holloway Campus, New Castle, DE 19720. While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.**

REQUEST FOR PROPOSAL # HSS-12-041

**Sealed Proposals** for the Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population the Division of Social Services (DSS) will be **received** by:

Kieran Mohammed  
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 **June 25, 2012 11:00 A.M. EST** At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **May 31, 2012 at 10:00 A.M.** at **Main Administration Building, Room 198 First Floor Herman Holloway Campus, New Castle, DE 19720.** For further information please call 302-255-9290.

**While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation.**

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 VI. D 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 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

Kieran Mohammed  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> 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) for Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population neither commits the Delaware Department of Health and Social Services, Division of Social Services 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 WORKFARE SERVICES FOR FOOD  
SUPPLEMENT PROGRAM ABLE-BODIED ADULTS WITHOUT DEPENDANTS  
(ABAWD) AND EMPLOYMENT AND TRAINING SERVICES FOR NON-ABAWD  
POPULATION  
FOR THE  
DIVISION OF SOCIAL SERVICES**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of Workfare Services for Food Supplement Program Able-Bodied Adults Without Dependents and Employment and Training Services for Non-ABAWD Population. Contract renewal is possible for up to 4 additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting will be held. The meeting will be on May 31, 2012 @ 10:00 at the following location.

Delaware Health and Social Services  
Herman M. Holloway Sr. Campus  
Main Administration Bldg, Sullivan Street  
Room 198 First Floor  
1901 North DuPont Highway  
New Castle, Delaware 19720  
Phone: (302) 255-9290

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 submitted to [bids.delaware.gov](http://bids.delaware.gov) by June 4th 2012

**Further Information**

Inquiries regarding this RFP should be addressed to:

Tanya L. Warner Policy Administrator  
Division of Social Services (DSS), Policy Unit (PPDU)  
1901 N DuPont Highway, Lewis Building  
P.O. Box 906  
New Castle, DE 19720  
Phone: (302) 255-9622  
Fax: (302) 255-4425  
Email: [tanya.warner@state.de.us](mailto:tanya.warner@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 Social Service staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Tanya L. Warner 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 May 21, 2012 4:00 P.M. EST 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 Tanya L. Warner Policy 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.

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**I. INTRODUCTION**

**A. Background**

The Department of Health and Social Services (DHSS) is one of the State agencies mandated by the federal government and the State of Delaware to administer state and federally funded financial assistance programs for Delaware's needy citizens. Within the Department, the Division of Social Services (DSS) is directly responsible for the Food Supplement Employment and Training Program.

The mission of the Division of Social Services is to provide an integrated system of opportunities, services, and income supports. In accordance with the Division's mission, services are designed to lead to employment that enables recipients to develop self-sufficiency and achieve and maintain independence.

The Division of Social Services (DSS) Food Supplement Employment and Training Program is a statewide voluntary program for food benefit only recipients. The program began April 10, 2010. Food benefit recipients are not mandatory to participate but individuals can volunteer to participate in the program.

The E&T program is responsible for ensuring that capable food benefit only recipients are involved in meaningful, work-related activities. These activities will enhance their employment opportunities, which will eventually lead to paid employment.

While food benefit work registration requirements have existed since 1971, employment and training programs are fairly recent. In 1981, the U.S. Department of Agriculture (USDA) and Department of Labor (DOL) issued joint regulations requiring all states to operate job search programs for certain categories of food benefit work registrants. In 1982, the requirements for joint USDA/DOL job search regulations were dropped and sole authority was conferred upon USDA. USDA subsequently proceeded to enter into direct contracts with state agencies to mount job search programs for food benefit registrants.

On December 23, 1985, the President signed into law the Food Security Act of 1985 (Public Law 99-198) which included a five-year reauthorization of the Food Supplement Program. One of the most significant provisions of the new Food Supplement legislation was a new requirement that all states establish employment and training programs for food benefit participants.

The Employment and Training (E&T) Program for Delaware food benefit recipients began on April 1, 1987. The program is run in concert with Delaware's Temporary Assistance for Needy

Families (TANF) program recipients. Together, these two programs have increased the opportunities for the economically disadvantaged population of Delaware.

Major changes in Food Supplement Program legislation were included in the 1997 Balanced Budget Reconciliation Act which was signed into law in August of 1997. Among the most significant were new funding and policy changes to assist able-bodied adults without dependents (ABAWDs) meet a new work requirement that passed as part of the 1996 Welfare Reform legislation. Adults subject to the requirement must be working at least 20 hours per week in a private sector job or state work program slot or be enrolled in workfare to continue receiving food benefit after three months of eligibility. The new provisions which modified the Food Supplement Employment and Training program were designed to assist states in creating approved workfare, subsidized work and training slots for the ABAWD group. These slots would help ABAWDs meet their work requirements.

### **B. Project Goals**

The ultimate goal of the Workfare Services for Food Supplement Program ABAWDs and Employment and Training Services for Non-ABAWD Population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. By so assisting food benefit households, Delaware will help increase the purchasing power of low-income families and contribute to improving nutrition levels among the population of the state.

Additionally, by participating in a qualified activity, Workfare services will allow those eligible ABAWDs to continue receiving food benefits after the third month of food benefit receipt.

## **II. SCOPE OF SERVICES**

DSS is seeking a contractor that possesses the knowledge and expertise to provide statewide employment and training services to food benefit only E&T participants. Proposers shall also demonstrate their ability to serve non-English speaking participants, and provide services during non-traditional as well as traditional hours of business.

### **ABAWD Population**

These are individuals participating in the food benefit Workfare Program. These participants are able-bodied adult food benefit recipients without dependents. Typical participants are unemployed or under-employed, working less than twenty (20) hours per week. They are often single persons who live with relatives or friends, have no children, have limited work history, have low skill levels and have unreliable transportation.

## **Registration and Referral Process**

As a condition of eligibility for food benefit receipt, a non-exempt household member must be registered for employment by the Division of Social Services at the time of application for food benefits and once every 12 months after initial registration (qualifications for exemption are defined in Section 273.7 (b)(1) of the Department of Agriculture Code of Federal Regulations). Following the initial determination of eligibility for food benefits, newly certified ABAWD's will be identified and referred, via electronic notification, to the contractor who provides Workfare services for food benefit ABAWD's.

### **Services to be included in the bidder's proposal are:**

- **ABAWD Workfare Assignment Development**

The development of ABAWD Workfare assignments and the timely offering to newly referred ABAWD participants of those assignments is critical to the success of this component.

The contractor will ensure that all ABAWD Workfare referrals are offered an ABAWD Workfare assignment. This offer must be made:

- no later than the fifth day of completion of the job search activity when the participant is unsuccessful in obtaining employment;
- or within, but no later than, the fifth day following the referral when the participant must immediately participate in a qualifying activity in order to receive food benefits.

Bidders are required to include an assignment development plan in their proposal that identifies prospective assignment sites. It must describe how the bidder proposes to perform outreach to the public agency and not-for-profit communities. It must include procedures for documenting assignment openings, use of a toll-free telephone service for organizations to contact the contractor, communication mechanisms between assignment sites and the contractor before, during and after placement.

Additionally, if an ABAWD Workfare assignment requires a background check, bidders shall include a description of how they will conduct this task. Background checks shall always be performed if required by the assignment sites. **Costs of performing a participant background check shall be identified separately in the bidder's cost proposal.**

ABAWD Workfare assignments are restricted to the public sector (state, local and county agencies or political subdivisions) and not-for-profit organizations as defined by Section 501C3 of the Internal Revenue Service Code. ABAWD Workfare assignments must not cause displacement of existing workers. ABAWD Workfare participants cannot be assigned to a position that requires political lobbying or participation in a political campaign.

Bidder's proposal shall include innovative, safe, low cost ABAWD Workfare assignments, which allow for multiple clients to work at one work site.

ABAWD Workfare assignments must be performed in a working environment that meets OSHA standards for health and safety.

**ABAWD Workfare Participant Services include but may not be limited to:**

- **Intake**

Intake services to be provided will include but not be limited to:

- accepting ABAWD Workfare participant referrals from DSS via DCIS II at the agency contracted to provide Workfare services;
- performing diverse, innovative outreach activities which will include home visits;
- scheduling orientation., Attendance will be monitored and documented and the contractor will report to DSS instances of attendance/non attendance at orientation for each scheduled food benefit ABAWD participant. Orientation shall include but not be limited to:
  - Participant's Rights and Responsibilities
  - Workfare Objectives
  - Types of assignments available
  - Job search opportunities/requirements
  - Reporting requirements (attendance)
  - Grievance mediation process
  - Food benefit reductions
  - Eligibility for continuation of other DSS benefits
  - Good Cause definitions

- **Job Search**

ABAWD participants who have not received food benefits for their third month of three months within the last 36 months will be allowed a 30 day job search opportunity. If the participant fails to secure employment during that time, the participant is assessed and placed in an ABAWD workfare assignment within, but no later than, the fifth day of completion of the job search activity.

The contractor will include in the proposal the methodology they will use to document the ABAWD participant's job search activity and results. Documentation shall include but not be limited to:

- Participant name
- Prospective employers' name
- Address and telephone number
- Type of job search activity

➤ Results of placement

ABAWD participants who have received food benefits for their third month within the last 36 months will be offered an ABAWD Workfare assignment within five (5) days of receipt of their referral to the contractor.

Bidders shall include in their proposal a plan for job search services (including job leads), which will include but not be limited to instruction on job search techniques including interviewing skills, telephone techniques, dressing for success, and good work habits. The contractor will ensure that the documented daily job search for each ABAWD participant is sufficient to obtain employment within contractor performance standards.

- **Assessment**

Assessment services shall be structured to match ABAWD Workfare participants with available assignments. The assessment should include discussion of education and work history, required work hours, variable work hours, commuting distance, transportation availability and back-up plans, physical requirements of assignments, and what steps will be taken should the work assignment be too physically demanding. The assessment should also include discussion of barriers to maintaining the Workfare assignment or to obtaining and maintaining employment, including but is not limited to: substance abuse, homelessness, mental/physical health deficiencies, lack of education and training, anger management, and personal identification paperwork.

The bidder's proposal must include a description of how they will provide transportation alternatives for participants who require assistance in getting to and from their assigned ABAWD Workfare assignment.

- **Workfare Assignment Placement**

Workfare assignments will be offered within, but no later than, the fifth day of completion of the job search activity where the participant is unsuccessful in obtaining employment. When a participant must immediately participate in a qualifying activity in order to receive food benefits, the offer should be made no later than the fifth day following the referral.

**Participants will be required to perform at their Workfare assignment for a predetermined number of hours each month. The Division of Social Services DCIS II system will determine weekly required hours for an ABAWD Workfare assignment. Required hours are based on the actual food benefit divided by the State minimum wage and then divided by 4.33 weeks in a month.**

The ABAWD Workfare contractor must assure DSS that they will fully cooperate in any DSS audit of the Workfare assignments developed and assignment site work environments. This cooperation includes access to all ABAWD Workfare related forms and electronic administrative records maintained by the contractor and access to the contractor's ABAWD Workfare facility and staff.

Contractor supports for ABAWD Workfare assignments include but are not limited to:

- Matching open assignment order to non-assigned ABAWD Workfare participants Scheduling interviews between assignment site and participant
  - Contractor follow-up with site and participant to ascertain results of interview. If refused by participant and/or site, determine if participant is non-compliant with program requirements and/or modify future referrals for that site.
  - If the assignment is accepted, confirm attendance reporting requirements with the site and participant.
  - Begin monitoring activities.
- **Employment**

The ultimate goal of the Workfare services for Able-Bodied Adults without Dependents is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

**NOTE: Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the federal or state hourly minimum wage (whichever is greater). Information relative to the minimum wage can be obtained from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.**

**NOTE: Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the federal or state hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.**

- **Reporting and Monitoring**

The contractor will monitor participant performance of ABAWD Workfare assignment responsibilities and work with the participant when necessary to ensure good progress.

The contractor will be expected to report participant attendance on a weekly or monthly basis and may be required to submit this data both manually and by entering the data in the DCIS II system.

DCIS II will identify which food benefit recipients should be referred to the ABAWD Workfare program. All individually recorded events must be centrally entered in the customer alert and case review files. The contractor must enter data into the DCIS II system to report performance, attendance, and job search information. (These costs should be reflected in the bidder's cost proposal.)

The contractor is responsible for identification of participants whose activities may warrant dis-enrollment. The contractor will provide DSS with the particulars of why a participant should be dis-enrolled within two (2) days of participant's non-compliance. The contractor will use DCIS II Case Comments to send alerts and case comments to DSS case workers.

The input of required data must be entered daily. Performance payments will be impacted upon accurate and timely documentation (manual and automated).

The information to be provided by the contractor will be significant. Participant reports are required; financial reports are required; participant outcome reporting will be necessary as part of the monthly financial report. Participant success stories may be required.

- **Policy/Program Development Collaboration**

The contractor will be expected to actively collaborate with the Division in the development of the program and its policies to meet the changing requirements of the federal government and client population.

- **The contractor will be responsible for working with the Division to develop and administer definitions of good cause for absences.**
- **The contractor will be responsible for working with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.**

- **Non-ABAWD Population**

These are individuals voluntarily participating in the food benefit E&T program. These participants are employable food benefit only recipients. Typical participants are unemployed or employed but working less than thirty (30) hours per week. They have sketchy work history, low skill levels, and limited education. Those participants with a more solid work history, and higher skill set are having difficulty in getting or maintaining employment on a full-time basis. This is as a result of the limited job opportunities. Many of these participants also have child care issues and unreliable transportation.

- **Registration and Referral Process**

As a condition of eligibility for food benefit receipt, a household member shall be registered for employment by the Division of Social Services at the time of application for food benefits and once every twelve (12) months after initial registration. Following the initial determination of eligibility for food benefits, newly certified participants can volunteer for the E&T Program. They are referred, via an automated referral process. The client indicates to the Eligibility Worker that they want to volunteer for the E&T Program. The Worker then enters their volunteer status in DCIS II. A system referral is then generated to the contractor.

**Services to be included in the bidder's proposal are:**

- **Intake**

Intake services to be provided will include but not be limited to:

- Accepting non-ABAWD participant referrals by automated referral process via DCIS II;
- Performing diverse innovative outreach activities which will include home visits;
- Scheduling orientation. Attendance will be monitored and documented and the contractor will report to the Division instances of attendance/non-attendance at orientation for each scheduled food benefit non-ABAWD participant. Orientation shall include but not be limited to:
  - Participant's Rights and Responsibilities
  - Job search, education and training opportunities/requirements
  - Reporting requirements (attendance)
  - Grievance mediation process
  - Eligibility for continuation of other DSS benefits (i.e., child care)
  - Good Cause definitions

- **Assessment**

Assessment services shall be structured to assist non-ABAWD participants with identifying barriers and setting goals. The assessment should include discussion of education and work history, and barriers to obtaining and maintaining employment. The assessment should also discuss issues included but is not limited to: substance abuse, homelessness, mental/physical health deficiencies, lack of education and training, anger management, and personal identification paperwork.

The contractor must provide transportation alternatives for participants who require assistance in order to participate.

- **Independent Job Search**

Non-ABAWD participants will engage in a thirty (30) day independent job search. They must complete and return to the contractor 24 job contacts within the thirty (30) day period. If the participant fails to secure employment during that time, the participant has the opportunity to complete another 24 job contacts in thirty (30) days.

The contractor will monitor the non-ABAWD participant's job search activity and results. Documentation shall include but not be limited to: participant name; prospective employers' name, address and telephone number; type of job search activity and results.

The contractor will perform audits of the job search documentation by randomly selecting a job contact and verifying the information listed on the form.

- **Education/Training Activities**

Non-ABAWDs are allowed to participate in education and training activities as part of the E&T program. Adult education and training can be educational programs for basic education,

training or high school equivalency achievement. These programs can consist of a variety of training programs, adult basic education programs, high school equivalency programs, and adult high school credit oriented programs, i.e., James Groves High School. These activities enable participants to attain minimum recognized levels of training or competencies in subject areas such as reading, writing, communication, problem solving, critical thinking, and math. Competency in these areas is considered critical if registrants are to compete for available jobs in the work force. The training program must be consistent with jobs that are available or are likely to become available in the local labor market. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress.

Non-ABAWD participants have to possess the necessary skills to participate in post-secondary educational programs. Such educational programs are intended to enhance a person's employability and will, as much as is reasonably possible, lead to employment. Post-secondary education programs should have emphasis on specific technical and occupational instruction, for example, nursing, child care and computer science. Pursuit of a graduate degree is not an allowable activity. The educational institution must maintain a favorable reputation. Tuition is not a reimbursable expense. Contractor management of these activities includes, but is not limited to, monitoring of each participant's attendance and progress.

**Participants attend as required by the institution and must make satisfactory progress. If this level of effort exceeds 120 hours per month, the participant completes a form indicating this and their reasons for doing so. The duration is determined by the program of instruction and the institution. There should be a reasonable expectation that the course of instruction will lead to the prospect of a job within a reasonable timeframe. (An appropriate example is a 2 year program leading to a nursing degree.) The course of study must be consistent with the individual participant's employment goals and should provide each participant with a reasonable opportunity for employment.**

The contractor will fully cooperate in any DSS audit of the non-ABAWD E&T Program. This cooperation includes access to all non-ABAWD related forms and electronic administrative records maintained by the contractor and access to the contractor's non-ABAWD facility and staff.

- **Employment**

The ultimate goal of the E&T program for the non-ABAWD population is to assist capable food benefit clients in gaining skills and receiving training or experience that will lead to regular, paid employment. In light of this goal, services should be structured to promote the eventual attainment of employment, either in full-time or part-time positions.

**NOTE: Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater). Information relative to the minimum wages can be obtained**

**from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.**

**NOTE: Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the Federal or State hourly minimum (whichever is greater). Information relative to the minimum wages can be obtained from the Department of Labor. Continuous part-time employment is defined as part-time employment where any break in employment lasts no more than 14 days.**

- **Supportive and Job Retention Services**

Supportive Services are provided for the duration of the individual's employment and training participation. Job Retention Services are provided for up to 90 days once the food benefit has ended to an individual who secured employment after receiving other employment and training services. The 90 days begin from the employment start date.

All service reimbursements/payments must be actual costs that are necessary for Employment and Training participation and employment. These services must be verified and documented.

Supportive Services reimbursements/payments can be provided under the following categories:

Fees

These services can include testing for employment or education (this includes GED test fees), or other fees directly related to training or employment.

Clothing

These services can include only clothes that are appropriate for interviewing and employment.

Accessories for Training or Employment

These services can include purchase of safety equipment, uniforms, shoes, or tools required to participate in training or employment. In some cases, the need can be verified by Office of Safety and Health Administration (OSHA) regulations.

Physical Exam

This service can be authorized when a participant is required to undergo a physical exam to participate in training or employment. This service can be authorized only when it is not available through a public health facility or not covered by Medicaid.

Eye exams and eyeglasses

When the assessment indicates the participant's vision is impaired, or when the individual needs glasses to continue in a component, or when necessary for employment. This does not include contact lenses unless they are medically necessary. This service

can be authorized only when it is not available through a public health facility or not covered by Medicaid.

- **Reporting and Monitoring**

- The contractor will monitor participant performance in the non-ABAWD Employment and Training Program. The contractor will work with the participant when necessary to ensure good progress.
- The contractor will be expected to report participant attendance on a weekly or monthly basis and may be required to submit this data both manually and by entering the data in the DCIS II system.
- DCIS II will identify which food benefit recipients should be referred to the ABAWD Workfare program. All individually recorded events must be centrally entered in the customer alert and case review files. The contractor must enter data into the DCIS II system to report performance, attendance, and job search information. (These costs should be reflected in the bidder's cost proposal.)
- The contractor is responsible for identification of participants whose activities may warrant dis-enrollment. The contractor will provide DSS with the particulars of why a participant should be dis-enrolled within two (2) days of participant's non-compliance. The contractor will use DCIS II case comments to send alerts and case comments to DSS case workers.
- Required data must be input daily. Performance payments will be impacted upon accurate and timely documentation (manual and automated).
- The contractor is required to provide a significant amount of information. The contractor must provide participant reports and financial reports. Participant outcome reporting is required as part of the monthly financial report. Participant success stories may also be required.

- **Policy/Program Development Collaboration**

The contractor is expected to actively collaborate with the Division in the development of the program and its policies. This collaboration is necessary to meet the changing requirements of the federal government and client population.

- The contractor is responsible for working with the Division to develop and administer definitions of good cause for absences.
- The contractor is responsible for working with the Division to develop and administer an attendance grievance mediation process which will be employed prior to the DSS fair hearing process.

## **AUTOMATED LINKAGE**

Contractors must be able to access the DSS DCIS II automated client information system. The selected contractor will provide a computer(s) on their own Internet service account that provides them access to the internet. (Windows XP Professional SP2 with Internet Explorer 6.0 or better is required).

The contractor is responsible to meet State defined remote access requirements as outlined below:

- Contractor is responsible for assigning an IT Technician to support contractor PC issues.
- Contractor must have Internet access.
- Contractor will access the DCIS system via the DHSS Citrix Secure Gateway webpage: <https://csg.dhss.delaware.gov>.
- Contractor PCs must run Windows XP and Internet Explorer V 6.0 or higher.
- Contractor IT Technicians must install Citrix Metaframe Client on all contractor PCs that will need to access DCIS II.
- Contractor must ensure that contractor's printers are compatible with Citrix Metaframe. A list of HP compliant printers is available at the following address: <http://h71028.www7.hp.com/ERC/downloads/4AA0-8465ENW.pdf>
- Contractor users will be issued a DHSS APPS domain ID and password as well as a DCIS ID and password by DHSS.

This is a link to the Citrix site that you can download the client.

<http://www.citrix.com/English/SS/downloads/downloads.asp?dID=2755>

Any costs to replace or upgrade PCs or software in order to access DCIS II will be borne by the contractor.

In addition, the Contractor **must** have the capability of sending and receiving faxes.

## **PERFORMANCE STANDARDS**

Performance Standards are used by the State to monitor the contractor's performance in achieving the objectives of the service over the term of the contract.

### **Performance Standards for ABAWD Workfare services requires:**

1. **Offering Workfare Assignment:** All ABAWD participants who are referred to and enrolled in ABAWD services will be offered a Workfare Assignment within five days of completing job search if they were unsuccessful in obtaining employment (if they have not received three months of ABAWD benefits). If participants have received three months of ABAWD benefits, they must be offered a workfare assignment within five days of enrollment with the program.

2. **Obtaining employment:** At least 60% of employment obtained by ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

**Performance Standards for non-ABAWD services requires:**

1. **Offering Independent Job Search:** All non-ABAWD participants who are referred to and enrolled in non-ABAWD services will be offered an independent job search at initial orientation. If participants fail to secure employment in the initial thirty (30) days of the independent job search they are given the opportunity to participate in independent job search for an additional thirty (30) days.
2. **Obtaining employment:** At least 60% of employment obtained by non-ABAWD participants will be full-time employment. Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater).

**\*NOTE: All components listed in this section are mandatory.**

### **III. SPECIAL TERMS AND CONDITIONS**

#### **A. Length of Contract**

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

#### **B. 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 Social Services

### **C. 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.

### **D. 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.

### **E. 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.

#### **F. 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.

#### **G. 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.

#### **H. W-9 Information Submission**

**Awarded** vendors will be required to 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.**

#### **I. Required Reporting**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the

contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

A Usage Report (Attachment 1) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to tanya.warner@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

#### **IV. FORMAT AND CONTENT OF RESPONSE**

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

##### **A. Cover Letter and Required Forms**

These forms, found in the Appendices C, D, E, F AND Cover Letter must be completed and signed by the bidder's authorized representative.

##### **B. 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: June 25, 2012 at 11:00 A.M. EST**)

##### **C. Table of Contents**

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

##### **D. 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. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

##### **E. 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.

#### **F. 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.

#### **G. 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.

#### **H. 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)

## **I. Standard Contract**

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Social Services 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.

## **V. BUDGET**

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of Social Services.

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.

## **VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **A. 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 **(D)** 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:

Kiernan Mohammed  
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

### **B. Closing Date**

All responses must be received no later than **June 25, 2012 11:00 A.M. EST**. Later submission will be cause for disqualification.

### **C. 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.

### **D. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 2012. The State of Delaware reserves the right to ask for an extension of time if needed.

### **E. 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.

## **F. 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.

## **G. 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

## **H. Notification of Acceptance**

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

## **I. 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:

Tanya L. Warner, Policy Administrator  
Division of Social Services (DSS), Director's Office  
1901 N DuPont Highway, Lewis Building  
P.O. Box 906  
New Castle, DE 19720  
Phone: (302) 255-9622  
Fax: (302) 255-4425  
Email: [tanya.warner@state.de.us](mailto:tanya.warner@state.de.us)

Deadline for submission of all questions is May 21, 2012 at 4:00 P.M. EST. Written responses will be faxed or emailed to bidders no later than June 4, 2012 4:00 P.M. EST. 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>.

#### **J. 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.

#### **K. 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.

#### **L. 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 in the future tense.

#### **M. 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.

#### **N. 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.

#### **O. 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 1 one year after proposal due date.

**P. Cost of Proposal Preparation**

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

**Q. Proposed Timetable**

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

<u>Activity</u>	<u>Date</u>
RFP Advertisement	May 7, 2012
Questions Due	May 21, 2012 by 4:00 P.M. EST
Pre-bid Meeting	May 31, 2012 @ 10:00AM EST
Answers to Questions	June 4, 2012 by 4:00 P.M. EST
Bid Opening	June 25, 2012
Selection Process Begins	June 26, 2012
Vendor Selection & Contract Negotiation	August 3, 2012
Contract Ready for Signature	August 14, 2012
Project Begins	October 1, 2012

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**R. 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 offer or 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.

**VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of Division of Social Services, 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.

**A. Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder’s Experience and Expertise	30
Capacity to Meet Requirements	30
Proposed Methodology	25
Cost	<u>15</u>
<b>Total</b>	<b>100</b>

Proposals submitted will be objectively reviewed against the following specific scoring criteria:

**Criterion A Bidder’s Experience and Expertise (Total 30 points)**

The bidder must demonstrate sufficient background and experience in providing the services requested.

### Personnel Questions

- ◆ What level of experience do the individuals assigned to the contracted services have or what other experience that may be similar?
- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?

### Firm Questions

- ◆ Has the firm demonstrated experience in performing similar services on time/with good results and within budget?
- ◆ How successful is the general history of the firm in providing these services?

### **Criterion B Capacity to Meet Requirements (Total 30 Points)**

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?
- ◆ Has the bidder demonstrated that they understand the expected outcomes?
- ◆ Has the bidder demonstrated that they understand the scope of service and can meet it?

### **Criterion C Proposed Methodology (Total 25 pts.)**

- ◆ Proposed services fit RFP needs.
- ◆ Does the methodology depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology match and contribute to achieving the RFP goals?
- ◆ Does the methodology fully address requirements and capabilities of the RFP Scope of Services?

### **Criterion D Cost (Total 15 Points)**

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
  - Total costs
  - Staffing costs
  - Travel costs
- ◆ Follows budget guidelines.
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ How reasonable are the firm's cost estimates?

Upon selection of a vendor, a Division of Social Services representative will enter into negotiations with the bidder to establish a contract.

## **B. 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.

### **C. 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.

### **B. 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 SUMMARY SHEET***

# Budget Summary Sheet

Categories	Amounts
<b>Staff Salaries</b>	

<b>Fringe Benefits</b>	
------------------------	--

**Travel / Training**

Mileage (Rate\$0.00 X 0000 miles)	
Training	
Other (specify)	

**Contractual**

Rent	
Electricity	
Heat	
Communications	
Other Utilities	
Printing / Advertising	
Postage	
Insurance	
Repairs	
Other (specify)	

**Supplies**

Office	
Janitorial	
Medical	
Program	
Other (specify)	

**Equipment / Other Direct Costs**

Other (specify)	
-----------------	--

**Indirect Costs**

Other (specify)	
-----------------	--

**TOTAL BUDGET**

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**APPENDIX B:**  
***BUDGET WORKSHEET***





## Budget Worksheet page 3

<u>Indirect Costs</u>	
Identify any line items contributing to total costs not delineated in the above sections	
Total: Indirect Costs	

**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 LIC# \_\_\_\_\_

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For 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) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://gss.omb.delaware.gov/omwbe/index.shtml>

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*

# CONTRACT

## A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), 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.

## B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

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

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

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

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

**4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.**

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

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, status as a person in a marriage versus a person in a civil union, veteran's status or any 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 in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.**

This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

If termination for default is effected by Delaware, Delaware will pay Contractor that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and b. Any payment due to Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

If after termination for failure of Contractor to fulfill contractual obligations it is determined that Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Delaware.

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

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. Delaware may suspend performance by Contractor under this Contract for such period of time as Delaware, at its sole discretion, may prescribe by providing written notice to Contractor at least 30 working days prior to the date on which Delaware wishes to suspend. Upon such suspension, Delaware shall pay Contractor its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. Contractor shall not perform further work under this Contract after the effective date of suspension. Contractor shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from Delaware to resume performance.

In the event Delaware suspends performance by Contractor for any cause other than the error or omission of the Contractor, for an aggregate period in excess of 30 days, Contractor shall be entitled to an equitable adjustment of the compensation payable to Contractor under this Contract to reimburse for additional costs occasioned as a result of such suspension of performance by Delaware based on appropriated funds and approval by Delaware.

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 Department at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies,

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

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

Appendix A– Divisional Requirements

Appendix B –Contract Budget

Appendix C- Service Description (Scope of Services)

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.

18. 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.

19. 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.

20. 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.

21. 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.
22. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## CONTRACT APPENDIX A

### DIVISION [Name Here] REQUIREMENTS

**[Division may edit requirements as appropriate]**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.
4. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
5. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
6. 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 any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.

7. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
10. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.
11. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.
12. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
13. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.
14. The contractor agrees that no personal information obtained from an individual in conjunction with the services undertaken shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
15. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.

The contractor will update the criminal background check on contracted staff who have been identified as personnel involved in providing the services under this

contract and who have had no criminal background check or a criminal background check that is three years or older.

16. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.

**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

**Attachment 1**  
***Monthly Usage Report***

