



DELAWARE HEALTH
AND SOCIAL SERVICES

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

REQUEST FOR PROPOSAL NO. HSS -12-064

FOR

EMERGENCY/TRANSITIONAL HOUSING SHELTER OPERATIONS GRANT

FOR

**THE DIVISION OF STATE SERVICE CENTERS
DELAWARE HEALTH AND SOCIAL SERVICES
HERMAN M. HOLLOWAY, SR. CAMPUS
1901 NORTH DUPONT HIGHWAY
NEW CASTLE, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: February 22, 2013
11:00 A.M. LOCAL TIME**

A pre-bid meeting will be held on January 3, 2013, at 10:00AM, at the Main Administration Building, First Floor Conference Room 198, Herman M. Holloway, Sr. Campus, 1901 N. DuPont Highway, 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-12-064

Sealed Proposals for Emergency/Transitional Housing Shelter Operations Grant for the Division of State Service Centers, will be **received** by:

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

Proposals will be accepted until 11:00 am on February 22, 2013. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held at **10:00AM on January 3, 2013, at the Main Administration Building, First Floor Conference Room 198, Herman M. Holloway, Sr. Campus, 1901 N. DuPont Highway, 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 a bidder's 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
2ND FLOOR –ROOM
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 and E signed and with all information on the forms complete.

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of State Service Centers 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 EMERGENCY/TRANSITIONAL HOUSING
SHELTER OPERATIONS GRANT
FOR
THE DIVISION OF STATE SERVICE CENTERS**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Emergency/Transitional Housing Shelter Operations and Rapid-Rehousing (Housing Relocation and Stabilization) Services. Contract renewal is possible for up to four additional years (at Department discretion) contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **January 3, 2013, at 10:00AM** at the following location.

Main Administration Building
Herman M. Holloway, Sr. Campus
1901 N. DuPont Highway
New Castle, DE 19720
First Floor Conference Room 198

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Further Information

Inquiries regarding this RFP should be addressed in writing to:

Karen Records
Social Service Administrator
1901 N. DuPont Highway
New Castle, DE 19720
Email address: Karen.records@state.de.us
FAX #: 302-255-4463

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 State Service Center staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Karen Records 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 December 28, 2012, 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 Kieran Mohammed, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

Contact with State Employees

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

REQUEST FOR PROPOSAL FOR EMERGENCY/TRANSITIONAL HOUSING SHELTER OPERATIONS FOR THE DIVISION OF STATE SERVICE CENTERS

I. INTRODUCTION

A. Background

Delaware Department of Health and Social Services (DHSS), the largest cabinet department, was created in 1970. Its mission is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. There are 12 divisions within DHSS plus the Office of the Secretary, which integrates the activities of separate divisions/units.

The Division of State Service Centers (DSSC) helps people in crisis find the information they need, when they need it most. This Division focuses on assisting low-income or vulnerable individuals, families and communities in the State of Delaware through a statewide network of 15 State Service Centers and partnerships with community organizations.

The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.

The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow them to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homelessness prevention, and an array of support services to assist in creating more stable families and communities. The OCS also administers the Emergency Housing Assistance Fund (EHAF), one of the Special Funds listed annually within Delaware's tax form, based solely on taxpayer contributions. All OCS services are provided contractually through a statewide network of private, non-profit, and community organizations.

B. Project Goals

DELAWARE STATE SENATE, 146TH GENERAL ASSEMBLY, SENATE BILL #260, § 174 The General Assembly recognizes the national and state trends for transitioning the homeless out of the emergency shelter system and into permanent housing, while providing financial support and case management moving them towards housing stability and self-sufficiency. Section One of this Act appropriates funding for emergency and transitional housing. It is the intent of the General Assembly that the scope of any Request for Proposals issued by the Department of Health and Social Services, Division of State Service Centers for Fiscal Year 2014 for this purpose will include not only emergency and transitional housing, but include programs that ensure that individuals and families who become homeless return to permanent housing.

The Department of Health and Social Services, Division of State Service Centers, Office of Community Services (The Department) is soliciting proposals from private, non-profit agencies in Delaware that provide Emergency Shelter, Transitional Housing, and/or Rapid Re-housing Services (Housing Relocation and Stabilization Services) to homeless individuals and families. The funding that is available through this Request for Proposal (RFP) is 100% State General Funds. These funds are intended to assist agencies as they serve families and individuals who find themselves in crisis situations, such as unemployment, family conflict, displacement, eviction, fire or utility failure. Some individuals and families have insufficient income and/or support systems, which impact their opportunity to obtain a safe place to live.

The Department is seeking to fund agencies that are programmatically sound, fiscally responsible, and possess strong performance records.

APPLICANTS MAY APPLY UNDER ONE PROPOSAL FOR MORE THAN ONE SERVICE BUT MUST HAVE THE TECHNICAL AND BUDGET COMPONENT CLEARLY SEPARATED FOR EACH PROGRAM FOR WHICH THEY ARE APPLYING.

II. SCOPE OF SERVICES

PLEASE NOTE: MOTEL STAYS WILL NOT BE FUNDED THROUGH THIS REQUEST FOR PROPOSAL.

1. Emergency Shelter Programs

Scope: "Emergency housing shelter" means any facility operated by a qualified organization which provides food, sleeping quarters and counseling support services for adults and children who find themselves temporarily without a form of shelter from the elements. The shelter must be a facility which meets all local building codes, and each person's stay in the shelter is not to exceed a period of 30 days (per TITLE 29, State Government, Departments of Government, CHAPTER 79. DEPARTMENT OF HEALTH AND SOCIAL SERVICES, Subchapter IV. Emergency Housing Fund § 7951. Definitions.)

Emergency Shelter programs provide shelter to single adult males and females, unaccompanied youth, families, and victims of domestic violence on a daily basis. Emergency Shelter programs are expected to engage clients in accessing support services and to provide linkage to Rapid-Re-housing services (either through direct service or through referral to another program that conducts those services).

Key Elements:

- Benefits assessment and linkage to mainstream resources;

- Housing services, including initial assessment upon intake and the creation and implementation of a housing stability plan. Households are to be linked to rapid-rehousing programs as well as other permanent housing placement options;
- Crisis intervention services, as applicable;
- Case Management services to include the development of individual case plans for all residents containing measurable objectives with an ultimate goal of self-sufficiency. Objectives may include, but are not limited to, counseling, access to government benefits, employment, education, daycare, and parenting skills; and
- Family preservation for programs that serve families. These programs must be prepared to serve children up to the age of 18 regardless of gender.

2. Transitional Housing Programs

Scope: Transitional housing is housing combined with supportive services on a temporary basis. Transitional housing can be provided in one structure or several structures, at one site or in multiple structures at scattered sites. While the Department recognizes that the traditional length of stay at Transitional Housing ranges from 1-24 months, the goal of Transitional Housing (consistent with Rapid Rehousing) is to re-house those who are homeless within 60-days of entry into the program. Although residents will not be asked to leave a program if they are not placed into permanent housing within 60 days, policies and procedures are to be developed which insure an extension beyond 60 days is consistent with the goal of rapid-rehousing. The re-housing must occur in appropriate permanent housing and services must include and focus on client stabilization, assessment, and referrals to community resources. The supportive services may be provided by transitional housing program, or coordinated by them and provided by other service agencies.

Key Elements:

- Housing services, including initial assessment upon intake, housing location, and appropriate placement within a 60-day goal. Households are to be linked to rapid-rehousing programs as well as other permanent housing placement options;
- Case Management services to include the development of individual case plans for all residents containing measurable objectives with an ultimate goal of self-sufficiency. Objectives may include, but are not limited to, counseling, access to government benefits, employment, education, daycare, and parenting skills;
- Crisis intervention services, as applicable;
- Benefits assessment and linkage to mainstream resources; and
- Family preservation for programs that serve families. These programs must be prepared to serve children up to the age of 18 regardless of gender.

3. Rapid Re-Housing (Housing Relocation and Stabilization Services) :

Scope: Rapid Re-Housing is a program model targeted to those who are literally homeless. Typically, Rapid Re-Housing programs seek to quickly transition homeless persons or households into permanent housing, and consist of activities, supportive

services and programs including (but not limited to): housing search and placement services, and housing case management; financial assistance for rental and utility arrearages, security deposits, rent payments, moving or storage fees,. Rapid Re-Housing assists a homeless individual or family move into permanent housing and achieve housing stability. Funds awarded for rapid rehousing through the Department may only be used to provide housing relocation and stabilization services to assist in rapidly re-housing homeless individuals or families into permanent housing. Funds for financial assistance for rental and utility arrearages, security deposits, rent payments, moving or storage fees etc. must come from a separate source. Depending on funding, program requirements and client need, housing relocation and stabilization services are provided for a period of 1-24 months. It is expected that clients receiving assistance must be seen at least once per month and be re-evaluated for continued assistance.

Key Elements:

Housing Search and Placement-Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- Assessment of housing barriers, needs, and preferences;
- Development of an action plan for locating housing;
- Housing search; outreach to and negotiation with owners;
- Assistance with submitting rental applications and understanding leases;
- Assistance with obtaining utilities and making moving arrangements; and
- Tenant counseling.

Housing Stability Case Management-Funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. Component services and activities consist of:

- Counseling;
- Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- Monitoring and evaluating program participant progress;
- Providing information and referrals to other providers; and
- Developing an individualized housing and service plan, including planning a path to permanent housing stability.

FUNDS MAY NOT BE USED FOR RENTAL ASSISTANCE, PAYMENT OF PAST OR FUTURE BILLS, SECURITY DEPOSITS OR ANY FORM OF FINANCIAL ASSISTANCE NORMALLY ASSOCIATED WITH RAPID-REHOUSING.

A. Who May Apply/Mandatory Requirements for All Applicants

- 1) Private and non-profit organizations that capable of providing rapid-rehousing services, or operate emergency housing and/or transitional housing sites for homeless individuals and families in the State of Delaware may apply.
- 2) All emergency and/or transitional housing programs that have a facility housing eight (8) or more homeless adults and children on a temporary basis must meet the requirements of Subchapter V, Chapter 79, Title 29 of the Delaware Code that was signed into law in July of 1990. (View Delaware Code Online at www.Delaware.gov.) The law is entitled: “Minimum Standards for Congregate Housing Facilities for the Homeless.”

Transitional housing programs in which each household resides in an apartment unit are not subject to the provisions of this law, although most abide by its provisions, with the exception of 24-hour resident supervision. Facilities that have private rooms, but common kitchen, bathroom, and/or living room areas are subject to the provisions of the law.

Minimum Standards for Congregate Housing Facilities for the Homeless are:

- Supervising the premises at all times with a responsible adult resident manager;
 - Record keeping of the name, last known residence, Social Security number (if any), and destination of each resident upon leaving the facility;
 - Maintaining the interior and exterior premises in a clean and sanitary condition and in compliance with all Federal, State of Delaware local laws, rules, and regulations relating to the cleanliness of multi-family dwellings in general;
 - Publishing and posting, in prominent places, a standard of conduct for residents which is not disruptive to others in the facility, to the community, or to the residents of neighboring residences or businesses;
 - Prohibiting the use of alcohol or illegal drugs;
 - Prohibiting loud or boisterous behavior, music, or other noise violation of State or local noise laws, rules and regulations that deprives other residents of the quiet enjoyment of the facility;
 - Making every effort to enlist the services of social agencies, public or private, to assist residents to move back into the mainstream of society, including, but not limited to, Alcoholics Anonymous, substance abuse counseling, employment counseling, and skills training; and
 - Notifying the chief executive officer of the county or municipality in which the facility is located that it is, or intends to be, conducting such a facility and the location thereof.
- 3) Funded service programs must be actively providing services to homeless persons as defined by: *The McKinney-Vento Homeless Assistance Act-as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 SEC. 103. [42 USC 11302]. GENERAL DEFINITION OF HOMELESS INDIVIDUAL.*

(a) IN GENERAL.—For purposes of this Act, the term “homeless”, “homeless individual”, and “homeless person” means—

(1) an individual or family who lacks a fixed, regular, and adequate nighttime residence;

(2) an individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(3) an individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregational shelters, and transitional housing);

(4) an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;

(5) an individual or family who—

(A) will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by—

(i) a court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days;

(ii) the individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or

(iii) credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;

(B) has no subsequent residence identified; and

(C) lacks the resources or support networks needed to obtain other permanent housing; and

(6) unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who--

(A) have experienced a long term period without living independently in permanent housing,

(B) have experienced persistent instability as measured by frequent moves over such period, and

(C) can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health

conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

(b) DOMESTIC VIOLENCE AND OTHER DANGEROUS OR LIFE-THREATENING CONDITIONS.—Notwithstanding any other provision of this section, the Secretary shall consider to be homeless any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life threatening conditions in the individual's or family's current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

(c) INCOME ELIGIBILITY.—

(1) IN GENERAL.—A homeless individual shall be eligible for assistance under any program provided by this Act, only if the individual complies with the income eligibility requirements otherwise applicable to such program.

(2) EXCEPTION.—Notwithstanding paragraph (1), a homeless individual shall be eligible for assistance under title I of the Workforce Investment Act of 1998.

(d) EXCLUSION.—For purposes of this Act, the term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

(e) PERSONS EXPERIENCING HOMELESSNESS.—Any references in this Act to homeless individuals (including homeless persons) or homeless groups (including homeless persons) shall be considered to include, and to refer to, individuals experiencing homelessness or groups experiencing homelessness, respectively.

- 4) Reporting-To be considered for funding, agencies must meet ALL contract reporting requirements outlined in Section III, Part I of the RFP.
- 5) Operational and Collaboration-The Department requires funded agencies to comply with the following:
 - Agency must participate in meetings, technical assistance, and service activities coordinated by the Department;
 - Agency must participate in annual Point-In-Time Study;
 - Agency (that receives funding for emergency shelter or transitional housing) must have formal written linkage agreements with support service providers that have available and accessible services for shelter clients within the specific geographic region. Types of services include behavioral health services, case management, child care, education services, employment and job training, life skills training, health services, legal services;
 - Agency (that receives funding for emergency shelter or transitional housing) must have formal written linkage agreements with Rapid Re-housing service providers if agency does not provide this direct service;

- Agency will comply with Rapid Re-Housing Standards for determining eligibility, as created by Delaware’s Continuum of Care;
- Agency will comply with Standards of Care as created by Delaware’s Continuum of Care
- Agency will participate in the statewide centralized intake, once it is implemented;
- At emergency housing facilities (a facility housing eight (8) or more homeless persons), the agency shall provide a responsible adult resident manager to be on the premises 24-hours a day. For transitional housing facilities the agency shall provide a responsible adult to be “on-call” 24-hours. At congregate housing facilities (as identified in Title 29 above), the agency shall provide at least two nutritionally balanced meals to residents daily;
- No agency that receives funding for emergency shelter or transitional housing will have a policy requiring residents to vacate their shelter during the day, with the exception of general maintenance and cleaning of the facility, special circumstances, or emergencies;
- Agency that receives funding for emergency shelter or transitional housing must use the funds to support operating costs required to provide adequate room and board, resident supervision, case management services, maintenance, and management for emergency shelter and transitional housing programs;
- All costs associated with operating an emergency shelter or transitional housing, including salaries may be covered under the contract;
- Emergency Shelter facilities shall, during an officially declared weather-related (extreme heat or cold) state of emergency, cooperate with state and/or local officials by remaining open all day to residents currently residing within the shelter. Furthermore, the shelter shall cooperate with state and/or local officials to shelter additional homeless residents if such space at the shelter exists. New residents brought into the shelter under the terms of adverse weather conditions must receive an intake by shelter personnel and are required to abide by all shelter guidelines. Criteria for admission and legal capacity requirements shall not be altered to accommodate new client; and
- Agency shall acknowledge funding support from the Delaware Department of Health and Social Services / Division of State Service Centers / Office of Community Services (DHSS/DSSC/OCS) when providing public information on Contract services.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is one (1) year with the possibility of renewal for up to four (4) additional years (at Department discretion) contingent on funding availability and task 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 State Service Centers. **Please attach copies of linkage agreements and/or memorandums of understanding that your agency has with those referenced subcontracted agencies.**

C. Funding Disclaimer Clause

Delaware Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement 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;
- Select more than one proposal to be funded
- 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; and
- 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

In a response to a call from Congress to collect data on the number of homeless, the use of services, and the ability of local agencies to meet the needs of their clients, the US Department of Housing and Urban Development (HUD) mandated the development and implementation of a standardized system for collecting relevant data. The Delaware Homeless Planning Council (HPC) has been the system administrator of this system since 2004. From 2004-2011, the system was referred to as the Delaware Homeless Management Information System or DE-HMIS. In 2012, the HPC extended the system beyond homeless service providers. The system name changed to reflect the purpose of the system as a community-wide outcomes and information management system.

The Community Management Information System (CMIS) is a database that allows agencies to collect basic demographic information, track services and referral management, develop and update case plans, track and maintain shelter bed availability, and track outcomes for the clients that they serve and for their programs.

As a funding source, the Department requires that all agencies awarded a contract from this RFP partake in CMIS data entry*. Therefore, applicant agencies must currently be, or take immediate steps to become, a registered, active and consistent user of the CMIS. Agencies awarded a contract with the Department that are not currently registered users of the CMIS must fulfill this requirement within ninety (90) days of the contract start date. Annual user fees associated with the CMIS program are presently paid with a funding grant managed by the HPC. For more information about the CMIS program, please contact the HPC at 302-654-0126.

*** Domestic Violence projects are exempt from using the Community Management Information System (CMIS).**

Additional Reporting Requirements are:

- Agency shall maintain an accurate waiting list of program applicants.
- Agency will report monthly/quarterly statistics of indicated performance outcomes (as referenced in Part IV, Section G-Proposed Methodology and Work Plan below). The Department reserves the right to add or modify performance outcomes.

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

This form, found in the Appendix C, 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 **due date: February 22, 2013, at 11:00AM**

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 are to be included in a separate section of your proposal and marked as confidential. These items are:

- 1) Certificate of Insurance;
- 2) Certificate of Incorporation;
- 3) Tax Exempt Status Documentation;
- 4) Current Board of Director's Roster;
- 5) Organizational Chart;
- 6) Annual Report; and
- 7) Agency Audit

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 experience and 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, applicants 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 workplan shall outline specific objectives, activities and strategies, and resources.

Agency Information

1.) Organization Background Information-Please take no more than two pages to:

- a) Briefly describe the history of your agency and provide a general description of the agency's structure. Describe your organization, its background and purpose. Please be sure to explain all services that your agency provides. **(Please ATTACH COPY OF: YOUR AGENCY'S ORGANIZATIONAL CHART-as referenced in Part IV, Section D. Confidential Information);**
- b) Describe the resources and skills your organization will commit to carry out the proposed funded program;

- c) Provide evidence that your organization has the ability to administer all financial and programmatic aspects of this initiative. Summarize the agency's last independent auditors' report and any oversight reports that have been provided by local, State, or Federal government (i.e. monitoring reports/audits); and
- d) Provide evidence of your agency's experience in providing services to this or similar populations.

2.) Program Assessment-Please take no more than one page to:

Provide a summary of a current program that would best demonstrate your agency's ability to administer the proposed project. Responses should include the funding source, overall summary of the program and outcomes achieved by the program.

Program Plan

Provide a detailed description of the day-to-day operation of your proposed program. Describe the process for program participants from referral to discharge. Applicants are encouraged to thoroughly develop this section and provide a step by step description of the project and identify those areas that the Department's funds would support. Applicants may choose to provide a case study of a typical program participant to explain their process.

1.) Program Description-Please take no more than five pages to:

- a) Describe the main source of program participant referrals. Also, describe your agency's system of communication with those referral sources;
- b) Detail how program staff will interact with management staff within the agency to ensure effective communication;
- c) Describe the operation of the program, including how the program will be publicized, what fees if any will be charged, and how the project will be organized (by age groups, activities, special needs); and
- d) Provide a detailed narrative description of the proposed project;
 - i. Include a comprehensive narrative description of the day-to-day operations of the proposed project (describe the proposed project in its entirety and all support services for participants from referral to discharge and follow-up). Describe the intake and assessment process, including eligibility criteria and your plan to document homelessness;
 - ii. Describe the Target Population for whom services will be provided;
 - iii. Describe why the project is needed and how it will meet the needs of the target population you indicated;
 - iv. Describe the physical location(s) of the project. Where will the project operate? (Location) Please indicate how participants will get to the project site;
 - v. When will the project operate? (Days & Hours of Operation);

- vi. Include a description of any services that will be available to assist participants to stabilize their housing and increase their ability to live independently; and
- vii. Identify all services that will be provided, by whom, funding supporting the service, and whether the services will be provided on or off site. If applicable, include a list of subcontractors, including agency name, contact person, address and phone number in this section

2) Program Implementation-Please take no more than two pages to:

- a) Provide a detailed time line that demonstrates your agency's ability to implement this project in a timely fashion;
- b) Discuss your agency's plan to fully expend all of the funds within 12 months of the anticipated contract start date;
- c) Describe the plan to ensure stable project participation levels thereby assisting with timely expenditure of funds. The plan should address participant turnover procedures;
- d) Describe the procedure for handling program participation termination and other participant issues that may arise. (i.e. non-compliance, behaviors that endanger self or others, etc.);
- e) Detail the plan for emergency procedures. Describe any special considerations based on the needs of the target population. (i.e. after hour emergencies);
- f) Provide a comprehensive narrative of the agency's ability to undertake the financial aspect of administering the proposed project;
- g) Provide a brief narrative describing the anticipated average length of stay/engagement for participants; and
- h) Describe the plan to manage and maintain connections to mainstream resources and the community-at-large.

3) Program Outcomes-Please take no more than two pages to:

- a) Provide expected results for the households to be served if this proposed program is funded, and the potential for achievement of these results. Responses should be measurable and recognize Permanent Re-housing as the common goal;
- b) Describe what form of follow-up verification you will use to show the extent to which you have achieved the anticipated results;
- c) How will the proposed program address the factors that have affected the households' ability to maintain permanent housing?;
- d) How will the proposed program assist households to obtain self-sufficiency or a greater level of independence? Please provide statistical information detailing the anticipated program goals and charting of milestones; and
- e) Explain how your agency will monitor the success of program participants and modify the program based on lessons learned.

4) Program Occupancy-Please complete Appendix G-Program Occupancy Sheet

- a) For individuals, on the top portion of the sheet, under # Beds please provide the total number of beds in your agency and under # Occupants please provide the number of clients that occupied a bed each day for the **time period of January 2, 2013-February 14, 2013.**
- b) For households, we recognize the size of the family can distort the bed usage figures, Therefore, on the top portion of the sheet, under # Units please provide the total number of families you can accommodate and under # Occupants please provide the number of households that were in residence for each day for the **time period of December 8, 2012-January 22, 2013.** (If a household uses more than one unit, you may count them accordingly)
- c) On the bottom portion of the sheet, please provide the total number of occupants for each designated month under total occupants. Under # of permanent placement, please provide the number of persons under each designated month that were placed in permanent housing. The collection of this data is for the monthly time period of July 2012- December 31, 2012.

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 H is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of State Service Centers. 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 using a format mirroring that in Appendices A and B. Modifications to the budget after the award must be approved by the Division of State Service Centers.

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

A. Budget Forms

1) Appendix A-Budget Summary Sheet:

- Proposed year (top portion of page-first section) refers to a Personnel Summary. This is to be completed **ONLY** if Department funding will be used to support salaries or any portion thereof. Personnel should be identified by position and not by name; and
- Proposed year (middle portion of page-second section) refers to the entire proposed budget. Please complete each column with applicable cost figures for one contract year (7/1/13-6/30/14).
- Previous year (bottom portion of page-third section): First refers to the Personnel Summary. This is to be completed **ONLY for applicants that are Department contracted agencies** if Department funding was used to support salaries or any portion thereof. Personnel should be identified by position and not by name; and
- Previous year (bottom portion of page-final section) refers to the entire previous state fiscal year budget. This is to be completed **ONLY for applicants that are Department contracted agencies**. Please complete each column with the applicable cost figures of the previous state fiscal year.

2) Appendix B-Budget Narrative Worksheet:

- Attach a final narrative explaining your agency's need for Department funding. Compile information from the Appendix A-Budget Summary Sheet to justify your agency's need for Department funding in relation to other funding sources.

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, 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:

Kieran 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 **February 22, 2013, at 11:00AM**. 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 June 30, 2014. 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:

Karen Records
Social Service Administrator
Email: Karen.Records@State.DE.US
Fax: (302)255-4463

Deadline for submission of all questions is December 28, 2012. Written responses will be faxed or emailed to bidders no later than January 18, 2013. 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 proposals will be included by reference in the resulting contracts.

All terms, and conditions contained in the proposal will remain fixed and valid for one (1) 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:

<i>Activity</i>	<i>Date</i>
RFP Advertisement	December 14, 2012
Questions Due	December 28, 2012
Pre-bid Meeting	January 3, 2013
Answers to Questions	January 18, 2013
Bid Opening	February 22, 2013
Selection Process Begins	February 25, 2013
Vendor Selection (tentative)	March 29, 2013
Project Begins	July 1, 2013

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 offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of one representative from Delaware Department of Health and Social Services, and others as may be deemed appropriate by the Department. Representatives directly affiliated with the Division of State Service Centers will not be participants of the evaluation team. 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 along with 15 additional bonus points, for a grand total of 115 points.

<u>Category</u>	<u>Weight</u>
1. Meets mandatory RFP provisions	Pass/Fail
a. CD's properly submitted	
b. Forms properly submitted	
2. Qualifications of Agency	20
3. Agency Scope of Work	50
4. Methodology Proposed	15
5. Agency's need for funding	15
6. Bonus points for serving those with an addiction/mental illness	5
7. Bonus points for serving the disabled/hearing/visually impaired	5
8. Bonus points for developing strategic partnerships (with letter of intent to partner) with other agencies	5
<hr/>	
Total:	115

Upon selection of the vendors, a Division of State Service Center representative will enter into negotiations with the bidder to establish a contract.

Special Consideration/Bonus Points

Many of the emergency and transitional housing service agencies cannot accommodate individuals with certain physical disabilities. Often the disabled homeless are transient due to the fact that many agencies cannot accommodate their needs. Therefore special consideration/bonus points will be given to the facilities that can provide documentation that proves they offer the following minimum necessities to those diagnosed with an addiction or mental illness, physically disabled, deaf, hearing impaired, and/or visually impaired persons.

Key Elements:

- Spaces that are reasonably obstacle-free

- Labeling for major appliances especially in the kitchen if residents are permitted or encouraged to prepare meals
- User-friendly telephones
- Alarms for the deaf and hearing impaired
- Accommodations for seeing-eye dog if client has one, there must be a room for the dog to stay alongside of the resident during sleep and waking periods.
- Agency agreeable to allow Sign Language interpreters to come in as needed by client
- Agency agreeable to allow a representative of the Division of the Visually Impaired to come in for orientation for the clients
- Entrance/ exit ramps
- Wheelchair accessibility inside the facility
- Handicapped accessible bathrooms, bedrooms, etc.
- Agency permits medication that supports mental health wellness and addiction recovery
- Agency agreeable to admit those experiencing an acute mental health crisis and/or substance intoxication acknowledging that health and safety needs have been considered
- Agency identifies cost savings, increased efficiency and effectiveness by defining potential strategic partnerships (formalized via “letters of intent to collaborate”) with other agencies
- Agencies provide rapid rehousing services through collaboration with other agencies defined through “letters of intent to collaborate” with other agencies.

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.

D. 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

Indirect Costs

\$ - \$ -

Total \$ - \$ -

Previous Year Budget (If Applicable)

Personnel
Summary Positions

% FTE
Applied

Annual Salary

Annual Fringe
Benefits

DSSC
Requested

Difference

\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
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Entire
Budget

Personnel (Total from above Personnel Summary)	\$ -	\$ -	\$ -	\$ -
Travel/Training			\$ -	\$ -
Contractual Services			\$ -	\$ -
Supplies			\$ -	\$ -
Equipment/Other Direct Costs			\$ -	\$ -
Indirect Costs			\$ -	\$ -
Total			\$ -	\$ -

APPENDIX B:

BUDGET NARRATIVE WORKSHEET

Category / Description**Amount**

<u>Travel / Training</u> Include any programs staff are required to attend. Mileage reimbursement shall be no more than the IRS allowable amount. Subscriptions and association dues may be included in this category	
Total: Travel / Training	

<u>Contractural</u> Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Total: Contractural	

<u>Supplies</u> Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses	
Total: Supplies	

<u>Other Equipment</u> Specify Items or lots costing \$1000.00 or more and having a useful life of more than one year	
Total: Other Equipment	

<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



The following definitions are from the State Office of Supplier Diversity

Vendors wishing to apply for certification or gain more information on Supplier Diversity programs may do so at:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

Definitions

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 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:

Michelle Harris

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

APPENDIX G

PROGRAM OCCUPANCY SPREADSHEET

APPENDIX H

Contract Boilerplate



**CONTRACT # _____
BETWEEN
Division of State Service Centers
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
Emergency and Transitional Housing**

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 July 1, 2013 and terminate on June 30, 2014 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:
Division of State Service Centers
OCS
1901 North DuPont Highway
Herman M. Holloway Sr. Campus
Charles Debman Building
New Castle, DE 19720

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

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

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.

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

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year

following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding

conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

Title

Date

For the Division:

Anne Farley
Director
Division of State Service Center

Date

APPENDIX A
DIVISIONAL REQUIREMENTS

Lesser Sanctions

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.

CONTRACT APPENDIX A

DIVISION OF STATE CENTERS REQUIREMENTS

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.
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. 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.
4. 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.
5. 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.
6. 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.

CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: Emergency and Transitional Housing

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, 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# _____)

 X State Funds

_____ Other Funds

_____ Combination of Funds