STATE OF DELAWARE

DELAWARE HEALTH
AND SOCIAL SERVICES
Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS 13 007

FOR

SMART START/ HEALTHY FAMILIES AMERICA – PROVIDING HOME VISITING SUPPORT TO SUBSTANCE ABUSE POPULATIONS

FOR

THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901

Deposit	Waived
Performance Bond	Waived

Date Due: April 9, 2013
11:00 A.M. LOCAL TIME

There **will be no mandatory pre-bid meeting**. Questions may be sent to Leah.woodall@state.de.us no later than **March 12, 2013**. . The complete list of questions and their answers will be posted on the internet at http://bids.delaware.gov by March 19, 2013.

REQUEST FOR PROPOSAL # HSS 13 007

Sealed Proposals for **Smart Start Health Families America – Providing Home Visiting Support to Substance Abuse Populations** for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, 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 **11:00am on April 9, 2013**. At which time the proposals will be opened and recorded.

There **will be no mandatory pre-bid meeting. Questions may be sent to** Leah.woodall@state.de.us **no later than March 12, 2013**. The complete list of questions and their answers will be posted on the internet at http://bids.delaware.gov. by December 7, 2012. For further information please call 302-255-9290.

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (**HSS 13 007**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

IMPORTANT: DELIVERY INSTRUCTIONS

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

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D, and E signed and 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 Public Health, 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.

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Availability of Funds

Funds are available for the selected vendor to provide services in the area of **Smart Start/ Healthy Families America – Providing Home Visiting Support to Substance Abuse Populations**. Contract renewal is possible for up to two (2) additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will not be required.

Further Information

Inquiries regarding this RFP should be addressed to:

Division of Public Health
Leah Woodall, M.P.A.
Chief, Maternal and Child Health Bureau
Leah.woodall@state.de.us
Phone: (302) 744-4825
Fax: (302) 739-3313

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 Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and **Leah Woodall** 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 March 12, 2013 and will be addressed at the pre-bid meeting. The complete list of questions and their answers may 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 be posted on the internet at http://bids.delaware.gov

Following the questions deadline, bidder communication is limited to 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
SMART START/ HEALTHY FAMILIES AMERICA– PROVIDING HOME VISITING SUPPORT TO SUBSTANCE ABUSE POPULATIONS
FOR
DELAWARE DIVISION OF PUBLIC HEALTH

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- responding to critical health issues and disasters;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

Background on the Delaware Maternal, Infant and Early Childhood Home Visiting (DMIEC-HV) Program

Delaware's Maternal, Infant and Early Childhood Home Visiting (DMIEC-HV) Program leverages crucial statewide partnerships to maximize Affordable Care Act (ACA) federal funding for evidence based home visiting programs. There are four existing programs that use home visiting as the primary mechanism of service delivery.

Table 1. Existing Programs in Delaware that use Home Visiting.

Program	Operating Agency	Funding Source
Healthy Families America (known programmatically as Smart Start)	Division of Public Health Children & Families First	Federal ACA Home Visiting grant & state general funds
Nurse-Family Partnership	Children & Families First	Evidence-Based Home Visiting Grantee (incorporated into ACA

		Home Visiting grant), state funds and donations from the not-for-profit and private sector.
Parents as Teachers	Department of Education	State funds & Federal ACA Home Visiting grant
Early Head Start	Department of Education & University of Delaware	Federal funds (non-ACA) and state funds

Consistent with the collaborative nature of Delaware, even though only two programs receive ACA funding, all four home visiting programs will be partnering in Delaware's Maternal, Infant and Early Childhood Home Visiting (DMIEC-HV) Program. This cross-sectional commitment to operating a program that provides a continuum of home visiting program makes Delaware uniquely positioned to successfully implement the vision of the ACA.

A comprehensive state-wide Needs Assessment was conducted in September 2010 and an Updated DMIEC-HV State Plan was completed in July 2011 to identify the target population, current service capacity, gaps and identify communities that are high risk.[1] The information gathered through this process helped determine eligible populations residing in high risk community zones served by the Division of Public Health's Smart Start home visiting program. Some examples of risk factors that will guide program eligibility may include (but not limited to):

- Maternal age at or below 18 years
- Maternal age at or above 35 years
- Multiple births
- Birth weight 2500 grams or less
- 37 weeks or less gestation and infant discharged home with mother
- Previous poor birth outcome
- Alcohol use during pregnancy
- Tobacco use during pregnancy or paternal tobacco use
- Drug use during pregnancy or paternal drug use

[1] Updated DMIEC-HV State Plan. (September 2011). Delaware Division of Public Health. http://www.dhss.delaware.gov/dhss/dph/chca/files/acamchupdatejune2011.pdf

- Chronic disease

The impact of a structured evidence based home visiting program will lead to better outcomes including:

- Reduced infant mortality
- Reduced disparity in birth outcomes
- Healthier women of reproductive age
- Healthier infants and children
- Reduced child neglect and maltreatment
- Integrated health and social service network for nurse home visiting

This project will be funded by the Affordable Care Act Maternal, Infant and Early Childhood Home Visiting grant issued by the U.S. Health Resources and Services Administration and administered by Division of Public Health (DPH).

B. Project Goals

The Delaware Department of Health and Social Services (DHSS), Division of Public Health is ***requesting proposals from providers who specifically have experience serving substance abuse populations*** to reach the following goals:

Goal 1. Develop, implement and sustain a continuum of home visiting services statewide where the needs of families are met by the most appropriate program.

Goal 2: Build the capacity of the Smart Start Delaware home visiting program, with fidelity to the Healthy Families America model and deliver services in six at-risk community zones, in collaboration with the Division of Public Health.

Goal 3: Improve maternal, infant and early childhood outcomes through targeted evidence-based home visiting services.

Goal 4: Monitor home visiting system changes and challenges to ensure long-term sustainability.

II. SCOPE OF SERVICES

- All components listed in this section are mandatory.

Based on the comprehensive needs assessment, six at-risk communities (zones) were identified as benefiting particularly from targeted home visiting services. Three are located in the metropolitan city of Wilmington (Delaware's largest city) and three in the rural southern part of the state, Sussex County. Although services are available statewide, families residing in the six zones will receive priority service through the ACA grant funded program, Smart Start, operated through the Division of Public Health. A detailed assessment of the needs and existing resources of each of the six communities is described in the Updated DMIEC-HV State Plan.

A. Target Zones

The Division of Public Health (DPH) seeks Smart Start nurses for the following areas:

Zone 1: Wilmington River Area

Zone 1 includes the cities and towns of Bellefonte, Claymont, Edgemoor, and parts of Wilmington. It is comprised of zip codes 19703 and 19809 and census tracts 101.01, 101.02, 102, 103, 104, 105, 107, and 108. See Appendix G for a definition of the zone and demographic information.

Zone 3: Center City Wilmington

Zone 3 is located in the central geographic region of the Wilmington metropolitan area and exclusively consists of the City of Wilmington. It is comprised of zip codes 19801, 19802, and 19806 and census tracts 1, 2, 3, 4, 5, 6.01, 6.02, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 19, 20, 21, 26, 27, and 154. Zone 3 shares a border with both Zone 1 and Zone 4, two other communities considered to be high-risk. See Appendix G for a definition of the zone and demographic information.

Zone 4: Western Wilmington

Zone 4 is located in the Wilmington metropolitan area. It includes the cities and towns of Elsmere, Newport, and parts of Wilmington. It is comprised of zip codes 19804 and 19805 and census tracts 14, 22, 23, 24,

25, 123, 124, 125, 126, 127, 129, and 130. Many of the neighborhoods at-risk in Zone 4 are located in Wilmington with fewer in Elsmere and Newport. See Appendix G for a definition of the zone and demographic information.

Zone 15: Southern Kent & Northern Sussex

Zone 15 is located in the central geographic region of Delaware. It includes the cities and towns of Ellendale, Farmington, Greenwood, Harrington, Milford, and Slaughter Beach. It is comprised of zip codes 19941, 19942, 19946, 19950, 19952, 19954, 19960, and 19963 and census tracts 424, 425, 426, 427, 429, 430, 431, 501.01, 501.02, 501.03, 502, 503.01, and 503.02. See Appendix G for a definition of the zone and demographic information.

Zone 17: Western Sussex

Zone 17 is located in the southwestern region of Delaware. It includes the cities and towns of Bethel, Blades, Delmar, Laurel, and Seaford. It is comprised of zip codes 19933, 19940, 19956, and 19973 and census tracts 504.01, 504.02, 504.03, 504.04, 517.01, 517.02, 518.01, 518.02, and 519. See Appendix G for a definition of the zone and demographic information.

Zone 18: Eastern Sussex

Zone 18 is located in the southeastern region of Delaware. It includes the cities and towns of Bethany Beach, Dagsboro, Fenwick Island, Frankford, Long Neck, Millsboro, Ocean View, Selbyville and South Bethany. It is comprised of zip codes 19930, 19939, 19944, 19945, 19966, 19967, 19970, and 19975 and census tracts 506.02, 507.02, 512, 513.01, 513.02, 513.03, 513.04, 514, and 515. See Appendix G for a definition of the zone and demographic information.

B. Methodology

The purpose of the Request for Proposal (RFP) is to seek ***providers who specifically have experience serving substance abuse populations*** and can demonstrate all of the following:

1. Deliver Healthy Families America home visiting services with fidelity to the model, policies and program standards.[2]

2. Program Goals and Objectives – The bidder must submit a three year timeline and plan that identifies the goals, objectives and activities with measurable outcomes.

3. A plan for recruiting, hiring, and retaining appropriate staff and supervision with public/community health, home visiting and/or Maternal and Child Health experience, and preferably experience serving substance abuse populations.[3]

   - Hire a Healthy Families America team, including home visitors and a supervisor/program manager (i.e. 1Nurse Supervisor:4 Nurses).

     - DPH will also consider proposals that include a multi-disciplinary team, which may include hiring Social Worker/Case Managers with a health and human services background as a part of the Healthy Families America team.

       For example, the teams could each include:
       1) a Nurse Supervisor and 4 Nurses, and/ or
       2) a Nurse Supervisor and a combination of Nurses and Social Workers/Case Managers

       As a reference, please review the Office of Management and Budget/Human Resource Management job classification for a Medical Social Work Consultant (#MDDG01) and job descriptions, essential functions and qualifications, which are available at:
       http://www.jobaps.com/de/auditor/classreports.asp

[2] Healthy Families America 12 Critical Model Elements http://www.healthyfamiliesamerica.org/downloads/critical_elements_rationale.pdf ; Healthy Families America Site Development Guide (2000). Prevent Child Abuse America. www.preventchildabuse.org

[3] Office of Management and Budget/Human Resource Management, State of Delaware. As a reference, State job descriptions, essential functions and qualifications for a Medical Social Work Consultant, Nurse, and Nurse Supervisor are available at http://www.jobaps.com/de/auditor/classreports.asp

- Criminal Background Checks are performed on all home visitors as well as Child Abuse Registry screening prior to making home visits.
- Propose staffing structure, program management and operations.
- A plan for maintaining staff trained in the Healthy Families America certified training program and a contingency plan in the event of staff turnover.
- Screening and selection of home visitors, nurses and nurse supervisors considers characteristics including, but not limited to:
  - Supervisors have a solid understanding of and experience in supervising and motivating home visiting staff, as well as providing support to staff in stressful work environments,
  - Experience serving substance abuse populations
  - Knowledge of infant and child development and parent-child attachment,
  - Experience with family services that embrace the concepts of family centered and strength-based service provision,
  - Knowledge of maternal-infant health and dynamics of child abuse and neglect,
  - Experience in providing services to culturally diverse communities/families,
  - Experience in home visitation with a strong background in prevention services to pregnant women and children ages 0-3, and
  - Nurse Supervisor:
    A Bachelor's degree or higher in Nursing and at least two years experience as a Registered Nurse in Public Health Nursing or a Masters degree or higher in Nursing and at least one year experience as a Registered Nurse in Public Health Nursing.

    Nurses:
    A Bachelor's degree or higher in Nursing and at least one year experience as a Registered Nurse in Public Health Nursing or a Masters degree or higher in Nursing.

  - Possession of a Delaware Registered Nurse license or multi-state compact license and current CPR certification.

- A plan to ensure high quality clinical supervision and reflective practice for all home visitors and supervisors.

4. Target Population and Needs Assessment – Identify the target high risk community zone(s) and the geographic service area to be covered by the bidder's proposal (i.e. HFA requires a maximum caseload of 15-25 families per year).

5. Evidence of commitment and capacity to provide complete documentation of services provided to women, children and families including screenings, assessments and case notes. Also see item 12 (Pg. 14).

6. A plan for identifying and recruiting participants.

7. A plan for minimizing the attrition rates for participants enrolled in the program (i.e. incentives such as gift cards).

8. Trained and caring home visiting professionals will provide intensive long term home visiting services to pregnant women initiated prenatally to address certain risk factors associated with poor birth outcomes.
   - Offer services that are voluntary, intensive, which are delivered over the long term (up to 3 years after the birth of the baby).
   - Assure that women have access to and are connected to services they need such as community outreach, transportation and medical and social services.
   - Encourage women to breastfeed and provide resources (i.e. access to a Lactation Consultant) and support to assist with implementing their breastfeeding plans.

9. Ensure that all children age birth though five years served through Home Visiting programs in Delaware receive regular developmental screenings with a standardized screening tool.
   - Train home visitors in administering a periodic developmental screening tool (i.e. Ages in Stages: 3 and Ages in Stages: Social Emotional) and make referrals to Early Intervention Services if a developmental concern is identified.

10. Support parents in their role as the child's first teacher by providing evidence-based parenting and child development information, coaching, and activities designed to promote positive parent-child interaction and child development skills.

- Reassure families/mothers that learning to parent is ongoing and address family development including relationships and support, planning and problem solving, health and finances.
- Encourage families/mothers to adopt and practice using developmentally age appropriate activities to help children learn and develop.

11. Through the administration of a standardized family assessment tool, identify the parents' past and current behaviors, beliefs, experiences and expectations that place them at risk of child abuse and neglect.
    - Train home visitors on recognizing and responding to child abuse and mandatory reporting to the Division of Family Services (child welfare).

12. Evidence of willingness and capacity to coordinate and collaborate with other home visiting programs and community partners (i.e. health, mental health, early childhood development, substance abuse, domestic violence prevention, child maltreatment prevention, child welfare, education, and other social and health services) in the state. Home visiting programs include the Nurse Family Partnership, Early Head Start, and Division of Public Health's Smart Start program. In addition, evidence of involvement in the Delaware Home Visiting Community Advisory Board (CAB). Current letters of support and/or references must be included to demonstrate evidence of existing or proposed relationships.

13. Evidence of the capacity and commitment to participate in a research evaluation, strategic components of the state-wide home visiting system. Specifically, data collection and entry into the state home visiting data system (i.e. Division of Public Health's Clinical Electronic Medical Record web-based application) and participation in the centralized intake and single point of entry (i.e. Help Me Grow) as these become available. If the proposed program reaches capacity and/or clients screened are found ineligible, it is expected that referrals will be made to the appropriate home visiting program.

14. Evidence of a commitment to purchase and use Partners for a Healthy Baby home visiting curriculum.[4]

[4] Partners for a Healthy Baby Home Visiting Curriculum. Florida State University Center for Prevention & Early Intervention Policy. www.cpeip.fsu.edu .

15. Evidence of a commitment to participate in DMIEC-HV Training and Technical Assistance – cross program professional development for home visitors to assure staff in all home visiting programs are trained to provide effective, high quality home visiting services for families and children to reach the home visiting benchmarks of reduced child injury, abuse and neglect, reduce domestic violence rates, improved maternal and childhood health and development, and increased school readiness. Technical assistance can be provided in a variety of ways, including telephone conversations, emails, one on one meetings, group peer networking meetings, webinars and/or video conference.

16. Maximize impact of Smart Start Delaware services with other funding sources or in-kind services.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is **two (2)** years with the possibility of renewal for up to **two (2)** additional years contingent on funding and additional needs to be addressed.

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 Public Health.

C. Funding Disclaimer Clause

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

D. Reserved Rights

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

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

E. Termination Conditions

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

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

The Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,

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

F. Contractor Monitoring/Evaluation

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

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 was implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations are no longer responsible for collecting the Form W-9 from vendors. The vendor has the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval.

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 required to be done as part of the submission of the bidder's proposal.

I. Required Reporting

One of the primary goals in administering the contract resulting from this RFP is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested Vendors.

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

IV. FORMAT AND CONTENT OF RESPONSE

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

A. 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 date (**due date: April 9, 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, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Qualifications and Experience

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

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

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

F. Bidder References

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

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

G. Proposed Methodology and Work Plan

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

H. Certification and Statement of Compliance

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

I. Standard Contract

Appendix F is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

V. BUDGET

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

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

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

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

Bidders will no longer be required to make hard copies of their proposals **with the exception that** one copy of a Cover Letter along with one copy each **of the completed and signed Bidders Signature Form (Appendix C), Certification Sheet (Appendix D), and Statements of Compliance Form (Appendix E) be submitted in hardcopy with original signature with their CDs. Please also include PDF versions of these forms on your CDs.**

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:

Procurement Administrator
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 **April 9, 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 May 27, 2015. 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 mailed, faxed, or emailed to:

Division of Public Health
Leah Woodall, M.P.A.
Chief, Maternal and Child Health Bureau
Leah.woodall@state.de.us
Phone: (302) 744-4825
Fax: (302) 739-3313

Deadline for submission of all questions is March 12, 2013. All questions and answers will be posted on the RFP website at http://bids.delaware.gov no later than March 19, 2013. Please include your fax number and/or your email address with your request.

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 or in the future tense.

M. Investigation of Bidder's Qualifications

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

N. RFP and Final Contract

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

O. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The

contents of the successful proposal will be included by reference in the resulting contract.

All terms, and conditions contained in the proposal will remain fixed and valid for two (2) years 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:

Activity	***Date***
RFP Advertisement	February 26, 2013
Questions Due	March 12, 2013
Pre-bid Meeting	None
Answers to Questions	March 19, 2013
Bid Opening	April 9, 2013 11:00am
Selection Process Begins	April10, 2013
Vendor Selection (tentative)	April 17, 2013
Project Begins	May 29, 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 representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

A. Proposal Evaluation Criteria

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

Category	**Weight**
Meets mandatory RFP provisions CD's properly submitted Forms properly submitted	Pass/Fail
1. Qualifications of vendor a) Administrative Oversight b) Past experience in successfully operating quality programs of a similar type and experience serving substance abuse populations c) Past performance on contracts with government Agencies or private agencies with respect to such	25

factors as control of costs, quality of work, and the ability to meet schedules

d) Compliance with National HFA model and state and federal requirements.
e) Capacity to deliver services
f) Community Collaborations
g) Commitment to DEMIEC-HV system components

2.	Methodology Proposed	25
	a) Ability to provide services proposed that fit needs as expressed in RFP b) Understanding of the project and its objectives c) Proposed activities follow a logical sequence c) Adequacy of workplan & timeline schedules d) Builds on existing work of the Division's DEMIEC-HV planning efforts	
3.	Responses to Scope of Services, Section II.	20
4.	The degree to which the bidder demonstrates the potential ability to recruit, hire, schedule, and train qualified staff.	15
5.	Evaluation of the proposed costs as they relate to the proposed service delivery. a) Clarity and cost effectiveness b) Minimal Administration Costs	15
	Total:	**100**

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

B. Consultants and Legal Counsel

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

C. Exclusions

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

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

Budget Summary Sheet

Categories	Amounts
Staff Salaries	
Fringe Benefits	

Travel / Training

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

Contractual

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

Supplies

Office	
Janitorial	
Medical	
Program	
Other (specify)	

Equipment / Other Direct Costs

Other (specify)	

Indirect Costs (12%)

Other (specify)	

TOTAL BUDGET	

APPENDIX B:

BUDGET WORKSHEET

Budget Worksheet

(can attach additional sheets if necessary)

Category / Description	Amount
Salary / Wages List each position title: Directors, Supervisors, Healthcare Workers, Nutritionists, Drivers, Case Managers, Janitors, Instructors, Coordinators, etc	
Total: Salary / Wages	

Fringe Benefits Proportionate for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. that will be paid by the Agency	
Total: Fringe Benefits	

Travel / Training 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	

Budget Worksheet page 2

Category / Description	**Amount**
Contractual Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
Total: Contractual	

Supplies Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses

Total: Supplies	

Other Equipment Specify Items or lots costing $1000.00 or more and having a useful life of more than one year

Total: Other Equipment	

Budget Worksheet page 3

Indirect Costs (12%) 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

Contract Boilerplate

DELAWARE HEALTH
AND SOCIAL SERVICES

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

A. Introduction

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

2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.

2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.

3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability $1,000,000

and

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

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

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

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

4. Not withstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.

7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

   a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

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

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

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.

11. This Contract may be terminated in whole or 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.

13. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

    To the Division at:

    Division of Public Health
    417 Federal Street
    Dover, DE 19901

Attn: Support Services Section

To the Contractor at:

_____

_____

_____

14. 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.

15. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

16. 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.

17. The term "Contract Documents" shall mean the documents listed in this Section. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendices. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

    Standard Department Contract (pages 1 – 10 of this contract)
    Appendix A – Divisional Requirements
    Appendix B – Service and Budget Description
    Appendix C – Name of Appendix, if necessary
    Appendix D – Name of Appendix, if necessary

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. If the amount of this contract listed in Paragraph C2 is over $25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual***,** and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed $ _____ in accordance with the budget presented in Appendix ___. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any**.** The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.

5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.

7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. <u>Miscellaneous Requirements</u>

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix ___ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor’s procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."

3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix ___ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix n/a 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.

Remainder of this page intentionally left blank.

E. Authorized Signatures:

For the Contractor:

_____
Signature

_____
Name (please print)

_____
Title

_____
Date

For the Department:

_____
Rita M. Landgraf
Secretary

_____
Date

For the Division:

_____
Karyl T. Rattay, MD, MS
Director

_____
Date

SAMPLE CONTRACT APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. **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.

2. 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.

3. 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.

4. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.

5. 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.

6. 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.

7. 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.

SAMPLE CONTRACT APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

   Address: _ _____

   __ _____

   Phone _____

   Email: _____

   Contact Persons name: _____

   E.I. No.: _____

2. Division:__ _____

3. Service:__ _____

   _____ _____

   _____

4. Total Payment shall not exceed _____.

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

6. Source of Contract Funding:

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

APPENDIX G

DESCRIPTION OF HIGH RISK ZONES

Definitions and Characteristics of Zones.

Zone	Zip Codes	Location	Population**	Weighted Median Income**
1	19703, 19809	Wilmington River Area	30,095	$45,692
2	19803, 19810	North Wilmington	46,479	$71,235
3	19801, 19802, 19806	Center City Wilmington	52,556	$34,281
4	19804, 19805	Western Wilmington	58,301	$39,421
5	19808	Southwest Wilmington	39,867	$57,242
6	19707, 19710, 19732, 19736, 19807, 19808	Northwest Wilmington	22,573	$100,820
7	19706, 19720, 19733	Southeast Wilmington	57,224	$46,607
8	19711	North Newark	55,852	$62,258
9	19713	Central Newark	31,220	$49,910
10	19702	South Newark	44,917	$54,089
11	19701, 19709, 19730, 19731, 19734	Middletown, Townshend	57,179	$64,805
12	19904, 19938, 19955, 19977	Smyrna, West Dover	47,178	$43,518
13	19901	East Dover	31,394	$37,974
14	19934, 19943, 19953, 19962, 19964, 19979, 19980	Camden, Felton	31,445	$44,784
15	19941, 19942, 19946, 19950, 19952, 19954, 19960, 19963	Southern Kent, Northern Sussex	40,339	$38,274
16	19931, 19947, 19951, 19958, 19968, 19971	Georgetown, Lewes	47,230	$41,659
17	19933, 19940, 19956, 19973	Western Sussex	46,809	$36,301
18	19930, 19939, 19944, 19945, 19966, 19967, 19970, 19975	Eastern Sussex	42,562	$38,895

** 2000 data. *U.S. Census Bureau.*

Delaware and U.S. Results for All Indicators.

Indicator	Measure			Delaware	U.S.
	Code	Numerator	Denominator		
Child Maltreatment	**A**	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	1.03%[††]	1.02%[††]
Domestic Violence	**B**	Domestic Violence Incidents, Criminal & Non-Criminal	1,000 Residents	33.1[‡‡]	N/A
High School Completion	**C**	Residents Age 25 & Over Without High School Degree	Total Residents Age 25 & Over	17.5%[§§]	N/A
Infant Mortality	**D**	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	8.54[***]	6.80[***]
Low Birth Weight	**E**	Live Births Less than 2500 Grams	Total Live Births	9.3%[***]	8.1%[***]
Poverty	**F**	Residents Below 100% FPL	Total Residents	10.3%[†††]	13.2%[†††]
Premature Birth	**G**	Live Births Before 37 Weeks	Total Live Births	13.8%[‡‡‡]	12.3%[‡‡‡]
Substance Abuse (among youth surveyed)	**H1**	Binge Alcohol Use in Past Month	Total Youth Surveyed	21.0%[§§§]	24.2%[****]
	H2	Cocaine and/or Crack Use in Past Month	Total Youth Surveyed	0.5%[§§§]	2.8%[****]
	H3	Marijuana Use in Past Month	Total Youth Surveyed	23.7%[§§§]	20.8%[****]
Unemployment	**I**	Residents Age 16 & Over Unemployed & Seeking Work	Residents Age 16 in Workforce	8.2%[††††]	9.7%[††††]

[††] 2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*
[‡‡] 2004-2008 data. *Delaware Health Statistics Center; Delaware Domestic Violence Coordinating Council.*
[§§] 2000 census data. *U.S. Census Bureau*.
[***] 2003-2007 data. *Delaware Health Statistics Center.*
[†††] 2008 estimate. *U.S. Census Bureau State & County QuickFacts.*
[‡‡‡] 2008 data. *Kids Count Data Center; National Center for Health Statistics.*
[§§§] 2009 data. *Youth Risk Behavior Survey, 11th Grade Responses, University of Delaware Center for Drug and Alcohol Studies*.
[****] 2009 data. *Youth Risk Behavior Surveillance System, CDC.*
[††††] July 2009 data. *U.S. Department of Labor, Bureau of Labor Statistics.*

Delaware and Zip Code Zone Results for all Indicators.

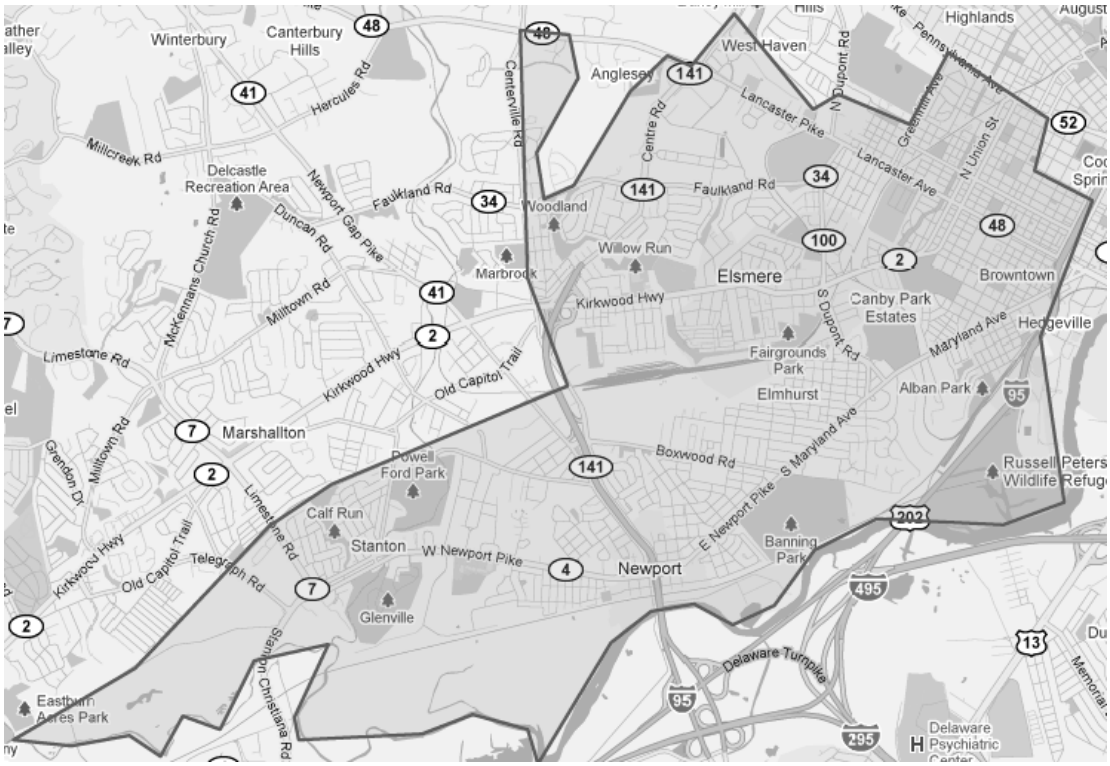
Indicator	Code	Delaware	ZIP Code Zone, 1-9								
			1	2	3	4	5	6	7	8	9
Child Maltreatment	**A**	**1.03%**	**0.89%**	0.13%	**1.13%**	**1.05%**	0.29%	0.16%	**1.03%**	0.43%	0.77%
Domestic Violence	**B**	**33.1**	2.45%	1.80%	5.26%	**7.35%**	4.00%	2.74%	**9.00%**	2.00%	**8.00%**
High School Completion	**C**	**17.5%**	14.00%	6.00%	**24.04%**	**24.60%**	11.82%	3.49%	21.23%	7.10%	13.91%
Infant Mortality	**D**	**8.54**	**11.20**	8.77	**14.19**	9.70	3.71	7.35	**10.93**	**9.71**	9.33
Low Birth Weight	**E**	**9.3%**	**10.67%**	7.68%	**15.10%**	**10.22%**	6.54%	8.90%	10.66%	7.04%	9.86%
Poverty	**F**	**10.3%**	6.68%	2.20%	**21.62%**	**13.84%**	3.69%	1.68%	8.03%	**11.81%**	5.95%
Premature Birth	**G**	**13.8%**	**14.71%**	10.83%	**18.07%**	**14.77%**	11.50%	12.31%	**14.99%**	11.17%	14.56%
Substance Abuse (among youth surveyed)	**H1**	**21.0%**	17.94%	**25.59%**	9.74%	**24.62%**	21.00%	22.05%	19.00%	**27.00%**	23.00%
	H2	**0.5%**	0.00%	0.60%	0.00%	0.00%	0.00%	0.00%	0.00%	**1.00%**	0.00%
	H3	**23.7%**	**28.94%**	**27.40%**	24.85%	25.95%	24.00%	19.43%	21.00%	**28.00%**	**31.00%**
Unemployment	**I**	**8.2%**	2.70%	1.60%	**5.63%**	**4.30%**	2.41%	0.71%	2.99%	**6.00%**	**3.49%**

Indicator	Code	Delaware	ZIP Code Zone, 10-18								
			10	11	12	13	14	15	16	17	18
Child Maltreatment	**A**	**1.03%**	0.68%	0.54%	0.58%	0.72%	0.62%	0.78%	0.70%	0.80%	**0.88%**
Domestic Violence	**B**	**33.1**	5.00%	5.59%	5.19%	5.00%	**6.48%**	3.59%	3.38%	4.96%	**7.34%**
High School Completion	**C**	**17.5%**	11.23%	11.61%	21.87%	16.24%	21.95%	**23.67%**	20.83%	**26.76%**	**22.81%**
Infant Mortality	**D**	**8.54**	8.71	5.87	6.67	**10.49**	7.13	8.03	6.88	7.49	9.52
Low Birth Weight	**E**	**9.3%**	9.05%	8.59%	9.71%	**10.42%**	8.00%	8.19%	7.60%	8.35%	7.34%
Poverty	**F**	**10.3%**	6.06%	4.00%	9.79%	**12.18%**	8.66%	9.91%	9.86%	**13.71%**	7.99%
Premature Birth	**G**	**13.8%**	13.39%	12.67%	12.78%	13.38%	11.82%	13.08%	**16.28%**	13.59%	14.31%
Substance Abuse (among youth surveyed)	**H1**	**21.0%**	19.00%	15.31%	21.99%	22.00%	**26.13%**	23.15%	22.16%	18.07%	**24.60%**
	H2	**0.5%**	0.00%	0.39%	0.86%	**2.00%**	0.00%	0.22%	**1.20%**	**1.10%**	**0.94%**
	H3	**23.7%**	**29.00%**	21.29%	18.98%	25.00%	19.85%	22.24%	24.29%	20.65%	25.25%
Unemployment	**I**	**8.2%**	3.36%	2.50%	**3.90%**	3.22%	3.35%	3.09%	2.32%	3.25%	2.78%

Maps of At-Risk Communities in Delaware.

Zone 1. ***Courtesy: Google Maps***

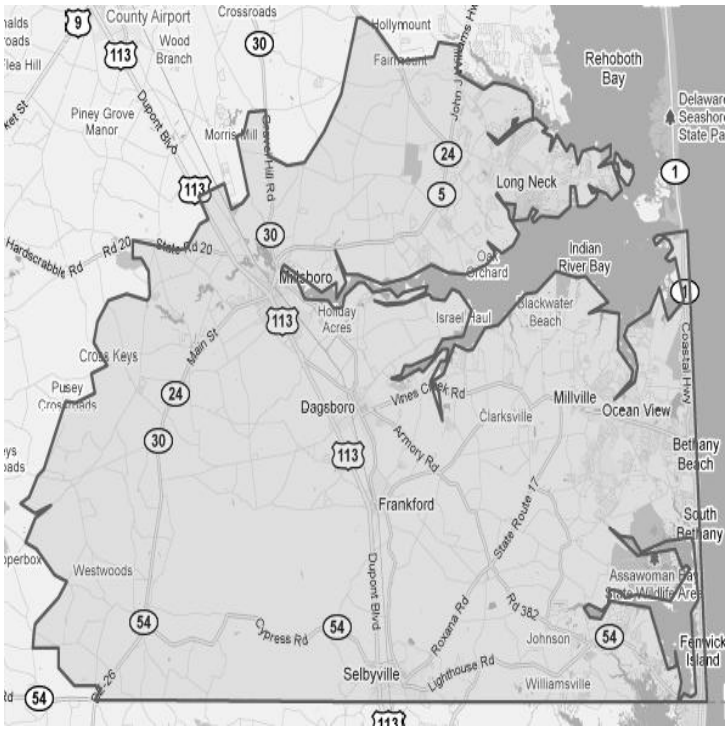
Zone 3. ***Courtesy: Google Maps***



Zone 4. ***Courtesy: Google Maps***

Zone 15. ***Courtesy: Google Maps***

Zone 17. ***Courtesy: Google Maps***



Zone 18. ***Courtesy: Google Maps***

Demographic Data for At-Risk Communities.

Zone 1: Age Breakdown				
Indicator	**Zone 1**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	31,334	**	863,832	**
Age: Under 5 years	2,282	7.28%	58,302	6.75%
Age: 5 to 9 years	1,782	5.69%	54,911	6.36%
Age: 10 to 14 years	1,999	6.38%	56,126	6.50%
Age: 15 to 19 years	1,869	5.96%	61,003	7.06%
Age: 20 to 24 years	1,568	5.00%	56,402	6.53%
Age: 25 to 34 years	4,658	14.87%	112,525	13.03%
Age: 35 to 44 years	4,652	14.85%	121,689	14.09%
Age: 45 to 54 years	4,906	15.66%	125,193	14.49%
Age: 55 to 59 years	2,078	6.63%	52,054	6.03%
Age: 60 to 64 years	1,520	4.85%	46,778	5.42%
Age: 65 to 74 years	1,729	5.52%	63,066	7.30%
Age: 75 to 84 years	1,440	4.60%	40,433	4.68%
Age: 85 years and over	851	2.72%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 1: Race/Ethnicity Breakdown				
Indicator	**Zone 1**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	31,334	**	863,832	**
Race: One race	30,806	98.31%	863,832	98.28%
Race: Two or more races	528	1.69%	58,302	1.72%
White Non-Hispanic	21,402	68.30%	590,627	68.37%
Black Non-Hispanic	7,225	23.06%	173,903	20.13%
Hispanic	1,208	3.86%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 1: Family Economic Self-Sufficiency		
Indicator	**Zone 1**	**Delaware**
Number of Households	13,019	325,160
Number of Family Households	7,688	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$37,729	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	8.34%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.62%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	17.37%	18.13%
Percentage of Population 16 Years and over and in	5.93%	7.23%

the Labor Force that are Unemployed		

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 3: Age Breakdown				
Indicator	**Zone 3**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	57,435	**	863,832	**
Age: Under 5 years	3,571	6.22%	58,302	6.75%
Age: 5 to 9 years	3,433	5.98%	54,911	6.36%
Age: 10 to 14 years	3,419	5.95%	56,126	6.50%
Age: 15 to 19 years	3,524	6.14%	61,003	7.06%
Age: 20 to 24 years	3,706	6.45%	56,402	6.53%
Age: 25 to 34 years	9,491	16.52%	112,525	13.03%
Age: 35 to 44 years	8,069	14.05%	121,689	14.09%
Age: 45 to 54 years	8,474	14.75%	125,193	14.49%
Age: 55 to 59 years	3,287	5.72%	52,054	6.03%
Age: 60 to 64 years	2,818	4.91%	46,778	5.42%
Age: 65 to 74 years	3,721	6.48%	63,066	7.30%
Age: 75 to 84 years	2,633	4.58%	40,433	4.68%
Age: 85 years and over	1,289	2.24%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 3: Race/Ethnicity Breakdown				
Indicator	**Zone 3**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	57,435	**	863,832	**
Race: One race	56,505	98.38%	863,832	98.28%
Race: Two or more races	930	1.62%	58,302	1.72%
White Non-Hispanic	18,286	31.84%	590,627	68.37%
Black Non-Hispanic	34,839	60.66%	173,903	20.13%
Hispanic	2,965	5.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 3: Family Economic Self-Sufficiency		
Indicator	**Zone 3**	**Delaware**
Number of Households	24,645	325,160
Number of Family Households	13,089	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$27,900	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	19.18%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	18.08%	7.23%

Percentage of Population 18 to 24 Years with Less than High School Graduate	28.46%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	11.15%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 4: Age Breakdown				
Indicator	**Zone 4**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	43,735	**	863,832	**
Age: Under 5 years	3,381	7.73%	58,302	6.75%
Age: 5 to 9 years	2,834	6.48%	54,911	6.36%
Age: 10 to 14 years	2,740	6.27%	56,126	6.50%
Age: 15 to 19 years	3,054	6.98%	61,003	7.06%
Age: 20 to 24 years	2,783	6.36%	56,402	6.53%
Age: 25 to 34 years	7,372	16.86%	112,525	13.03%
Age: 35 to 44 years	5,886	13.46%	121,689	14.09%
Age: 45 to 54 years	5,944	13.59%	125,193	14.49%
Age: 55 to 59 years	2,141	4.90%	52,054	6.03%
Age: 60 to 64 years	2,277	5.21%	46,778	5.42%
Age: 65 to 74 years	2,333	5.33%	63,066	7.30%
Age: 75 to 84 years	2,079	4.75%	40,433	4.68%
Age: 85 years and over	911	2.08%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 4: Race/Ethnicity Breakdown				
Indicator	**Zone 4**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	43,735	**	863,832	**
Race: One race	42,987	98.29%	863,832	98.28%
Race: Two or more races	748	1.71%	58,302	1.72%
White Non-Hispanic	25,243	57.72%	590,627	68.37%
Black Non-Hispanic	9,224	21.09%	173,903	20.13%
Hispanic	8,380	19.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 4: Family Economic Self-Sufficiency		
Indicator	**Zone 4**	**Delaware**
Number of Households	16,740	325,160
Number of Family Households	10,190	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$32,502	$34,846

Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	14.31%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	13.39%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	37.86%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.27%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 15: Age Breakdown				
Indicator	**Zone 15**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	49,771	**	863,832	**
Age: Under 5 years	3,107	6.24%	58,302	6.75%
Age: 5 to 9 years	3,115	6.26%	54,911	6.36%
Age: 10 to 14 years	3,242	6.51%	56,126	6.50%
Age: 15 to 19 years	3,110	6.25%	61,003	7.06%
Age: 20 to 24 years	3,241	6.51%	56,402	6.53%
Age: 25 to 34 years	6,068	12.19%	112,525	13.03%
Age: 35 to 44 years	6,790	13.64%	121,689	14.09%
Age: 45 to 54 years	7,790	15.65%	125,193	14.49%
Age: 55 to 59 years	3,265	6.56%	52,054	6.03%
Age: 60 to 64 years	2,728	5.48%	46,778	5.42%
Age: 65 to 74 years	4,182	8.40%	63,066	7.30%
Age: 75 to 84 years	2,403	4.83%	40,433	4.68%
Age: 85 years and over	730	1.47%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 15: Race/Ethnicity Breakdown				
Indicator	**Zone 15**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	49,771	**	863,832	**
Race: One race	48,951	98.35%	863,832	98.28%
Race: Two or more races	820	1.65%	58,302	1.72%
White Non-Hispanic	37,550	75.45%	590,627	68.37%
Black Non-Hispanic	8,181	16.44%	173,903	20.13%
Hispanic	2,872	5.77%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 15: Family Economic Self-Sufficiency		
Indicator	**Zone 15**	**Delaware**

Number of Households	18,995	325,160
Number of Family Households	13,533	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$30,681	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	10.91%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	10.45%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	24.75%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 17:Age Breakdown				
Indicator	**Zone 17**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	45,026	**	863,832	**
Age: Under 5 years	3,817	8.48%	58,302	6.75%
Age: 5 to 9 years	2,997	6.66%	54,911	6.36%
Age: 10 to 14 years	2,967	6.59%	56,126	6.50%
Age: 15 to 19 years	3,101	6.89%	61,003	7.06%
Age: 20 to 24 years	2,644	5.87%	56,402	6.53%
Age: 25 to 34 years	5,073	11.27%	112,525	13.03%
Age: 35 to 44 years	5,679	12.61%	121,689	14.09%
Age: 45 to 54 years	6,229	13.83%	125,193	14.49%
Age: 55 to 59 years	3,072	6.82%	52,054	6.03%
Age: 60 to 64 years	2,560	5.69%	46,778	5.42%
Age: 65 to 74 years	3,596	7.99%	63,066	7.30%
Age: 75 to 84 years	2,391	5.31%	40,433	4.68%
Age: 85 years and over	900	2.00%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 17: Race/Ethnicity Breakdown				
Indicator	**Zone 17**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	45,026	**	863,832	**
Race: One race	44,240	98.25%	863,832	98.28%
Race: Two or more races	786	1.75%	58,302	1.72%
White Non-Hispanic	31,809	70.65%	590,627	68.37%
Black Non-Hispanic	9,092	20.19%	173,903	20.13%
Hispanic	2,574	5.72%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 17: Family Economic Self-Sufficiency		
Indicator	**Zone 17**	**Delaware**
Number of Households	16,816	325,160
Number of Family Households	11,519	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$31,984	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	12.49%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	12.05%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	23.19%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 18: Age Breakdown				
Indicator	**Zone 18**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	48,495	**	863,832	**
Age: Under 5 years	2,596	5.35%	58,302	6.75%
Age: 5 to 9 years	2,265	4.67%	54,911	6.36%
Age: 10 to 14 years	2,282	4.71%	56,126	6.50%
Age: 15 to 19 years	2,368	4.88%	61,003	7.06%
Age: 20 to 24 years	2,153	4.44%	56,402	6.53%
Age: 25 to 34 years	3,764	7.76%	112,525	13.03%
Age: 35 to 44 years	5,171	10.66%	121,689	14.09%
Age: 45 to 54 years	6,327	13.05%	125,193	14.49%
Age: 55 to 59 years	4,082	8.42%	52,054	6.03%
Age: 60 to 64 years	4,567	9.42%	46,778	5.42%
Age: 65 to 74 years	7,473	15.41%	63,066	7.30%
Age: 75 to 84 years	4,141	8.54%	40,433	4.68%
Age: 85 years and over	1,306	2.69%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 18: Race/Ethnicity Breakdown				
Indicator	**Zone 18**		**Delaware**	
	Estimate	**Percentage**	**Estimate**	**Percentage**
Total Population	48,495	**	863,832	**
Race: One race	47,645	98.25%	863,832	98.28%
Race: Two or more races	850	1.75%	58,302	1.72%
White Non-Hispanic	40,982	84.51%	590,627	68.37%
Black Non-Hispanic	3,167	6.53%	173,903	20.13%

Hispanic	2,768	5.71%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Zone 18: Family Economic Self-Sufficiency		
Indicator	**Zone 18**	**Delaware**
Number of Households in Zone	20,203	325,160
Number of Family Households	13,844	220,100
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$30,212	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	7.98%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.99%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	22.00%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.81%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates*.

Appendix H

Monthly Usage Report

State of Delaware

Monthly Usage Report

Supplier Name:		Insert Contract No.	**Report Start Date:**		
Contact Name:			**Report End Date:**		
Contact Phone:			**Today's Date:**		

Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00
											$0.00

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