



DELAWARE HEALTH  
AND SOCIAL SERVICES

**Division of Management Services**

1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. HSS -13-078**

**FOR**

**Genetic Testing Laboratory Services**

**FOR**

**Division of Child Support Enforcement  
Churchman's Corporate Center  
84-A Christiana Rd.  
New Castle, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: 01/17/2014  
11:00 A.M. LOCAL TIME**

A **pre-bid meeting** will be held on 12/05/2013 **at** 11:30 a.m. at DCSE, Rm. 155, 84A Christiana Rd. New Castle, DE 19720, **attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290.**

## REQUEST FOR PROPOSAL # HSS 13 078

**Sealed Proposals** for Paternity Genetic Testing Laboratory Services for the Division of Child Support Enforcement 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 **01/17/2014, 11:00 a.m.** At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **12/5/2013, 11:30 am**, at **DCSE, Rm. 155, 84A Christiana Rd. New Castle, DE 19720**. For further information please call 302-255-9290.

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

### **Obtaining Copies of the RFP**

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

### **Public Notice**

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

### NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional

references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS-13-078 NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM 257  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: 302.255.9290

### **IMPORTANT: DELIVERY INSTRUCTIONS**

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

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

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

**Organizations Ineligible to Bid**

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

**REQUEST FOR PROPOSAL FOR:  
Paternity Genetic Testing Laboratory Services  
FOR  
Division of Child Support Enforcement**

**Availability of Funds**

Funds are available for the selected vendor to provide Genetic Testing services. 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 be held. The meeting will be on **12/05/2013, 11:30 a.m.** at the following location.

DCSE, Rm. 155  
Churchman's Corporate Center  
84A Christiana Rd.  
New Castle, DE 19720

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Nichole E. Moxley  
Management Analyst III  
Nichole.Moxley@state.de.us  
302.395.6592

**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 Child Support Enforcement staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Nichole E. Moxley 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 **12/20/2013** and will be addressed at the pre-bid meeting. Responses to questions received pertaining to this RFP will be posted by **01/03/2014** on <http://bids.delaware.gov>. All answers are deemed unofficial until reviewed and posted on the bids.delaware.gov website.

Following the pre-bid meeting, bidder communication is limited to Nichole E. Moxley, Management Analyst III, 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:  
Paternity Genetic Testing Laboratory Services  
FOR  
Division of Child Support Enforcement**

**I. INTRODUCTION**

**A. Background**

Federal law and regulations require each state to operate an effective and efficient Child Support Enforcement Program. The United States Department of Health and Human Services, Office of Child Support Enforcement (OCSE), is responsible for promulgating the regulations which govern the operations of state child support enforcement programs. The Division of Child Support Enforcement (the "DIVISION"), Delaware Health and Social Services (the "DEPARTMENT") has been designated as the Delaware Title IV-D agency.

A Child Support Enforcement Program is designed to provide services to families in securing financial assistance from non-custodial parents for their children to whom support is owed. In order to qualify for Federal matching funds, a child support enforcement program must be operated pursuant to a State Plan approved under Title IV of the Social Security Act. This Plan is commonly referred to as the IV-D plan.

The IV-D agency is the single State agency designated to administer the State IV-D Plan. The DIVISION is the agency responsible for administration of this Plan in the State of Delaware and it may delegate or contract for activities set forth in the Plan. However, any such delegation of authority does not relieve the DIVISION of overall responsibility for the following: (1) ensuring that Contractors are notified of any lack of compliance with the State IV-D Plan and (2) reporting on all State IV-D activities.

Listed below are the six different IV-D activities:

1. Location of absent parents.
2. Establishment of paternity.
3. Establishment of child and medical support orders.
4. Collection and distribution of child support.
5. Enforcement of child and medical support obligations.
6. Cooperation with other states in child support related activities.

Each non-custodial parent against whom the IV-D agency is attempting to secure or enforce child support is considered to be a IV-D case. Where an individual is responsible for supporting children in more than one family, each

separate family is considered as a separate and distinct case for funding and reporting purposes. Title IV-D cases consist of six types:

1. Temporary Assistance to Needy Families (TANF) Program Cases. Cases involving non-custodial parents whose children are receiving assistance payments through TANF.
2. Non-TANF Cases: Cases involving a non-custodial parent whose children are not receiving TANF, but where an application for IV-D services has been made by the custodial parent in accordance with the State Plan.
3. Foster Case Cases: Cases involving a temporary placement made by the Division of Family Services for children living with a custodian other than with their own parents.
4. Interstate Cases: Cases that have been referred by one state to the IV-D agency or the Family Court in a different state for assistance with part or all of the IV-D activities.
5. Medical Assistance Only (MAO) Cases: Cases in which Medicaid recipients are receiving medical benefits for their minor children.
6. Medical Support Cases: Cases with an established order for medical support; these cases may also be included with any of the other above five types of cases.

## **B. Project Goals**

Delaware Health and Social Services, Division of Child Support Enforcement, is requesting proposals from qualified testing laboratories to provide genetic tests to assist in the determination of paternity under actions taken by the DIVISION, judicial proceedings initiated by the Family Court of the State of Delaware, or under the Voluntary Paternity Acknowledgement Program. This will include the collection and transportation of tissue and/or blood samples, testing analysis of the tissue and blood samples by accepted scientific techniques, and issuance of reports on the test findings and conclusions.

The Contract will be awarded to the bidder that offers what is judged by the DIVISION to be the best proposal to manage an effective paternity genetic testing program, considering price, CONTRACTOR qualifications, and other factors including but not limited range of ancillary services provided. The primary emphasis and concern of this RFP is for the DIVISION to identify and select the CONTRACTOR who is determined to be the most capable to provide timely, accurate, reliable, and legally admissible parentage genetic tests and/or Family Court testimony in disputed paternity cases. Establishment of paternity is an administrative requirement of all IV-D Programs.

## II. SCOPE OF SERVICES

The CONTRACTOR will perform a battery of defined genetic tests in order to determine paternity probability for the State of Delaware, Delaware Health and Social Services (the "DEPARTMENT"), Division of Child Support Enforcement (the "DIVISION"), for all Title IV-D cases in Delaware when such testing is at the request of the DIVISION, or Family Court or Administrative Order, or under the Voluntary Paternity Acknowledgement Program. Those persons subject to paternity testing shall be determined by Family Court or Administrative Order, and will include the child, the mother, and the alleged father. All genetic testing by the CONTRACTOR should determine a statistical probability of whether a biological relationship exists between a particular child and the person alleged to be the biological father, and the CONTRACTOR must establish a Paternity Index. The CONTRACTOR must be competent to perform tests for genetic markers or systems that are cost efficient, reliable, uncontroversial, and capable of yielding a statistically valid paternity probability of 99% or more.

### (1) **Services Required**

The primary method for obtaining genetic specimen collections must be non-invasive and DNA analysis is to be employed as the paternity testing technology of choice. The CONTRACTOR must continue genetic testing at the stated unit price until exclusion or 99% probability of paternity is established. In its proposal the successful bidder must attest to the availability and its capability to obtain tissue specimens through non-invasive, or minimally invasive means, and to efficiently perform DNA Probe/Buccal Swab Paternity Tests.

The paternity testing must be conducted at the Contractor's Laboratory or another acceptable facility, and must follow the most recent standards of the AABB. The Contractor must provide sufficient sample collection opportunities at the collection sites owned, operated or under contract to the Contractor and at other locations, including Court facilities, DCSE offices and facilities operated by the State Department of Correction. If necessary, the CONTRACTOR shall furnish, free of charge, postage-paid testing kits for use by laboratories, State agencies, or any other source drawing samples. These kits should contain all the necessary equipment for the drawing of samples from the child, mother, and alleged father along with individual and specimen identification forms and labels. Paternity tests must be conducted promptly upon receipt of the samples from the source that drew them; unless testing is impossible due to contamination, outdated samples, or samples which are otherwise unusable. The CONTRACTOR will be responsible for submitting a time frame for the receipt of samples from the time of their draw.

The testing of genetic markers by the CONTRACTOR should include the use of multiple systems that will result in a cumulative probability of exclusion of 99% or more. A finding of non-paternity must be based on at least two exclusions. Testing conducted on each alleged father should use testing systems that yield a probability of paternity of at least 99% if the alleged father is not excluded.

DNA testing shall be sufficiently comprehensive to provide for either exclusions at 2 or more DNA loci or a probability of paternity of at least 99% in non-exclusionary cases. All samples in each case shall be analyzed from duplicate preparations whether excluded or not excluded. Confirmation of only the alleged fathers' identity and result is not acceptable; nor is use of a single preparation of each sample acceptable to fulfill the technical specifications of this RFP. There must be duplicate, independent testing of all individuals at one or more genetic loci. The State of Delaware maintains the option of inspecting the records and/or premises of the successful bidder to insure full compliance with these specifications without advance notice.

The CONTRACTOR must perform genetic testing in accordance with the current requirements set forth in all of the following resources:

1. Applicable State of Delaware laws and regulations; including the Uniform Parentage Act
2. Standards for Parentage Testing Laboratories, which is published by the American Association of Blood Banks;
3. Office of Child Support Enforcement (OCSE) policy directives;
4. Title IV-D of the Social Security Act;
5. Title 45 of the Code of Federal Regulations (CFRs)

Upon request, the CONTRACTOR shall conduct without charge necessary training seminars for all DIVISION, Family Court, and Department of Justice personnel who are concerned with tissue analysis in paternity actions. The CONTRACTOR must keep the DIVISION and Family Court employees abreast of any and all innovations or occurrences related to paternity testing as such information becomes available.

Testing in any, Uniform Interstate Family Support Act (UIFSA), or other interstate case for paternity establishment shall be conducted at no additional cost.

## **(2) CONTRACTOR Professional Licensing and Certification Requirements**

The CONTRACTOR's laboratory must be accredited as mandated by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

(P.C. 104-193) as defined in OCSE Information Memorandum 97-03 dated April 10, 1997 (Appendix C). In accordance with OCSE-IM-97-03 and Del C. § 804(a)(6), the DIVISION requires that the successful bidder's laboratory has to be currently certified or accredited by either the Parentage Testing Committee of the American Association of Blood Banks (AABB) , , the American Society of Histocompatibility and Immunogenetics (ASHI), or the Combined DNA Index System (CODIS). Documentation of this certification must be enclosed with the Technical Proposal response to this RFP. It is a condition of contract award that the successful bidder must continuously maintain this certification or accreditation throughout the contract period. The CONTRACTOR must expediently notify the DIVISION upon loss of certification or accreditation, at which time the contract will immediately terminate.

### **(3) Personnel**

The CONTRACTOR's Laboratory must be under the direct supervision of an individual who is qualified by advanced training and/or experience in paternity testing. The Laboratory Director and his technical staff should participate in continuing education that is pertinent to the field of paternity testing. The necessary genetic tests must be conducted and interpreted by individuals who are fully qualified to effectively perform these tasks. It is the responsibility of the CONTRACTOR to ascertain the ongoing competency of its Laboratory technical staff. Expert witnesses must be available as described in Section 11 of this RFP. The CONTRACTOR should also have a minimum of five (5) years of genetic testing experience, preferably in Delaware, Pennsylvania, New Jersey, and/or Maryland.

### **(4) CONTRACTOR Performance Time Requirements**

The written reports of the CONTRACTOR, which state the results of paternity tests performed, must be forwarded to the appropriate State agency promptly upon completion of the tests.

Paternity test result reports will need to be submitted in a variety of mediums. These mediums can include, but are not limited to:

- Imaged reports
- Hard-copy reports
- Electronic data file (developed to the Division's specifications)

The maximum turnaround time of these reports by the CONTRACTOR is 15 work days from date of last sample collection. Since time is of the essence,

failure to comply with these time frames may constitute cause for termination of the Contract by the DIVISION.

**(5) CONTRACTOR Operational Standards Must Include**

- Sufficient space, equipment, facilities, and supplies necessary to maintain safe and acceptable testing conditions and standards.
- A competent and sufficient staff as required for the efficient performance of the required genetic testing.
- A Laboratory that is in compliance with all relevant safety codes, including provisions for the handling of tissue samples, reagents, and proper waste disposal.
- Quality controls which are comprehensive and adequate to ensure that reagents, equipment, and personnel perform as expected.
- The appropriate sample, control, use, and storage of reagents.
- Handling, processing, and testing of samples in a manner that ensures the accuracy and reliability of test results.
- Performance of paternity tests by standard methods, or by methods that are independently verified by the CONTRACTOR's Laboratory.
- External proficiency testing programs in all systems used by the CONTRACTOR's Laboratory, and
- Development and maintenance of an up-to-date Paternity Testing Manual that describes in detail all policies and procedures in effect at the CONTRACTOR's Laboratory to ensure accurate and reliable test results.

**(6) Identification, Specimen Collection, and Documentation**

It will be the responsibility of the CONTRACTOR to maintain a verifiable means of identifying all individuals who present themselves for genetic testing and to keep a record of this information at its testing facilities. This task will be at no separate charge to the State of Delaware. This means of identification should include, but is not limited to, the name, relationship, photograph, race, testing date, and location of the sample collection. This information shall be verified by the signature of the person being tested or by their guardian if the individual being tested is a minor.

The CONTRACTOR must store and handle all samples in such a manner to ensure that they will not be tampered with, contaminated, and/or substituted. A label should be firmly affixed to all tissue samples uniquely identifying the sample. When buccal swabs are used, a label must be placed around the swabs. This label must be verified by the person who tested (or their guardian) prior to the sample being removed from their presence. The name of the laboratory technician who draws the genetic specimen must be made a part of this record. The CONTRACTOR must

establish and maintain a control number on each case, in order to identify the county and the State agency that has requested the testing, and retain specimen samples under singular control.

The CONTRACTOR'S laboratory will ensure that all information recorded, collected, and maintained shall be subject, upon reasonable notice, to inspection, review and/or audit by authorized personnel of the State and the Federal governments. The CONTRACTOR must permit authorized State and Federal personnel to monitor activities which are the subject of this Contract, in accordance with applicable State and Federal laws and regulations.

The CONTRACTOR shall retain all relevant financial records, statistical data, and any other supporting documents for a period of at least three (3) years after the starting date of the applicable retention period. However, if audit findings have not been resolved at the end of the three (3) year period, the records shall be retained until a final resolution of the audit findings. Federal auditors, and any persons duly authorized by the State, shall have full access to and the right to examine any of these materials during the Contract record retention period.

Prior to issuance, Computer Assisted Analysis shall be reviewed, verified, and signed by the Laboratory Director or its Supervisor. The calculation method should be validated, and gene and haplotype frequencies obtained from an examination of adequate size populations. Any manual calculations performed must be done in duplicate.

**(7) CONTRACTOR Responsibilities When Tissue Samples are Not Collected at One of Its Facilities**

When necessary, the CONTRACTOR will be responsible for contacting and making arrangements for another facility to collect the tissue samples. The CONTRACTOR has the obligation to ensure that all persons which it authorizes to collect specimens are qualified to do so. The CONTRACTOR will provide the necessary instructions for collecting tissue samples, handling genetic samples, and for establishing the proper identification of the mother and putative father whose tissue is collected. The CONTRACTOR will be responsible for providing all appropriate supplies such as test tubes, shipping, etc.

The CONTRACTOR will provide, at no cost to the DIVISION, a courier service to pick up genetic samples at the location where the samples have been drawn and to transport them to the laboratory where the paternity tests are to be performed. In this situation the Chain of Custody is defined as: "The CONTRACTOR being able to verify who was in possession of the tissue

samples from the time of paternity specimen collection through the actual genetic testing process.” The CONTRACTOR must ensure that there is a reliable chain of custody and be able to furnish witnesses to confirm this chain of custody when necessary.

**(8) The CONTRACTOR Must Provide Sites for Obtaining Specimens Throughout the State of Delaware**

Bids must be submitted for the entire State of Delaware and only one Contract will be made on a statewide basis. The CONTRACTOR must provide the necessary qualified staff and supplies for the purpose of conducting paternity tests on individuals at sites operated by it in New Castle, Kent, and Sussex counties. In addition the State intends to develop alternative collections site which may include the Courthouse’s in each county. The location of each site must be mutually agreed upon by the DIVISION, Family Court, and the CONTRACTOR. Specimen draw dates and times will be set at the convenience of the DIVISION and the CONTRACTOR must have staff available to travel to any other drawing sites designated by the DIVISION. Upon coordination by the DIVISION with the Delaware Department of Corrections, the CONTRACTOR should have qualified staff available to travel to various State correctional institutions to perform paternity testing on incarcerated individuals. The CONTRACTOR must have the ability to efficiently conduct and monitor genetic tests on an interstate basis.

The CONTRACTOR shall provide specimen drawing dates that are no later than two (2) weeks after the date of request, unless otherwise instructed. Family Court or an Administrative Order will sometimes order genetic testing to be performed on an expedited basis, as one or the other litigants is about to leave the State’s jurisdiction. The CONTRACTOR must ensure that there are local facilities available for the immediate collection of one or both of the litigants’ genetic specimens.

In the event that the CONTRACTOR will be unable to adequately perform the necessary paternity testing by a required date, the DIVISION will have the option of utilizing another laboratory or hospital in order to meet a Family Court deadline. The DIVISION will not be bound to use the CONTRACTOR if Family Court, on a case-by-case basis, orders the parties to have their paternity testing performed at a specified laboratory or hospital. The CONTRACTOR must promptly notify the DIVISION when one or both parties fail to appear at a genetic testing appointment. The State of Delaware must be indemnified and held harmless by the CONTRACTOR from any injury arising out of the Contractor negligent performance or nonperformance under this contract.

## **(9) Report of Test Results**

All bidders must submit a sample genetic testing report for DIVISION review.

Each report of paternity test results by the CONTRACTOR must include the following:

1. The date of collection and the date of test performance;
2. The civil action number assigned the case by Family Court;
3. The DIVISION case number;
4. The names of all individuals tested on the case;
5. The relationship of the individuals tested to the child;
6. The laboratory designated racial origin of the mother and alleged father for calculation purposes;
7. The phenotypes established for each individual in each genetic system examined;
8. An explanation regarding the nature of the problem shall be given if the results were inconclusive;
9. The signature of a Laboratory Director;
10. A statement of whether or not the alleged father can be excluded;
11. Verification of the chain of custody of the tissue specimen in order to ensure its admissibility if a trial or other Court or administrative proceeding becomes necessary, and

The results of each genetic test certified under notary seal.

If an opinion of non-paternity is rendered, then the report should state the basis of this opinion. However, if the report finds that the alleged father cannot be excluded, then the report shall include:

1. The individual paternity index for each genetic system report;
2. The cumulative paternity index;
3. A percentage probability of paternity, and
4. The prior probabilities used to calculate the probability of paternity

If other calculations are used, they should be explained and defined.

Preference will be given to bidders who offer online case inquiry, result reporting and scheduling capability.

## **(10) Testing Standards**

Paternity tests must provide for appropriate controls for the type of test which is being performed. DNA testing shall conform to the standards of

the American Association of Blood Banks (AABB) and relevant ASHI standards and must be performed on every case.

**(11) Expert Witnesses to be furnished by the CONTRACTOR**

The CONTRACTOR will be required to provide an expert witness for Family Court hearings or administrative proceedings when necessary upon one week's notice by the DIVISION. These witnesses must be able to qualify as an expert in their field. The CONTRACTOR'S representative must be a medical doctor (M.D.) or a doctor of philosophy (Ph.D.) in order to qualify as an expert witness, and all proposals should contain curriculum vitae for the expert witnesses who the successful bidder currently utilizes. The CONTRACTOR'S fees, if any, for expert and other witnesses to appear in court must be stated on an hourly and daily rate in the Business/Cost Proposal. It must be specified in the proposal if these amounts vary according to the occupation of the extra witness and also whether travel expenses are separate from the expert witness billing rates. At no extra cost, the CONTRACTOR must have expert witnesses readily available for telephone depositions when requested by either the DIVISION or Family Court. In addition, the CONTRACTOR must provide expert witness answers to written interrogatories, in the manner and time period specified, upon request of the DIVISION, a testing party, or Family Court without charge.

**(12) Paternity Testing Lawsuits**

All bidders are to submit a brief summary of any lawsuits regarding paternity testing that their company presently is involved or has been involved in resulting in an adverse judgment, if applicable. The selected bidder will be required to provide all records of any lawsuits pertaining to paternity testing in which it has been named as a defendant, upon request by the DIVISION, prior to the award of a contract. Failure to disclose the required information will result in the rejection of the bid. The successful bidder will have a continuing duty to promptly inform the DIVISION of any updated developments pertaining to Paternity Testing Lawsuits that have been filed, settled, or judicially decided in which it is a party.

**(13) Mandatory Requirements**

The following requirements **MUST** be met and or supplied in order for an offer to be considered:

- A. As described under section 1, include your business operating plan for meeting the services required. Indicate methods for genetic test specimen collections, numbers of paternity testing sites, systems used to test genetic markers, sample handling procedures, and training and

communication plans for Division, Family Court, or Department of Justice staff arising from paternity actions or developments related to paternity testing.

- B. As described under section 2, include documentation of any professional licensing and certifications.
- C. As described under section 3, include documentation of the credentials of the technical staff performing the paternity testing, continuing education requirements for technical staff, and summary of contractor experience in performing genetic tests.
- D. As described under section 4, include your plan for meeting the performance and report submission requirements.
- E. Contractor agrees to comply with the specified operational standards.
- F. Transition Plan: The contractor shall develop and maintain a transition plan that will be implemented in the event of a change of vendor. The transition plan must include all other information requested that DCSE, in its sole discretion, believes is necessary to effectuate a smooth turnover to the successor provider or DCSE, including information for DCSE preparation of an RFP for any subsequent contract.

The provider's responsibilities at the time of the transition shall include management and control of its turnover assistance and cooperation with the other party or parties to the transition.

The provider shall maintain, during the transition period, a complete complement of staff to perform the functions of the contract and assist with the transition functions.

G. Staffing Requirements

The vendor must assure that sufficient personnel resources will be available to work within the specified constraints and to maintain necessary performance levels. The response must detail the number and qualifications of personnel required to perform the work requested.

- H. The name and address and the names of the principal officials of the bidder's company
- I. As defined under section 6, include protocols for retaining documentation of the identification of tested parties and the document retention

processes for financial records, statistical data and supporting documents for the specified 3-year retention period.

- J. Financial information for the contractor for the last two years, including but not limited to, balance sheets, profit and loss statements, and independent audits.
- K. As defined under section 7, include the sample handling procedures when samples are not collected at a Contractor's designated facility.
- L. As defined under section 8, Contractor agrees to the described scheduling protocols and to provide a listing of all lab facilities and alternative collection sites located throughout Delaware.
- M. As defined under section 9, include a sample genetic testing report and report submission capabilities.
- N. Contractor agrees to conform to the DNA Testing Standards of the American Association of Blood Banks (AABB) and relevant American Society for Histocompatibility and Immunogenetics (ASHI) standards for every test.
- O. As defined under section 11 – Contractor agrees to furnish expert witnesses, at no additional cost, for Family Court or Administrative hearings with the requisite qualifications.
- P. As defined under section 12 – provide a brief summary of any involvement with any paternity testing lawsuits, past and present.
- Q. Statistics
  - 1. On a monthly basis the selected CONTRACTOR must provide to the Delaware Division of Child Support Enforcement a county-by-county summary of genetic testing completed during the previous six months.  
  
At a minimum the summary must include:
    - (a) The number of paternity tests performed, and
    - (b) The number of alleged fathers who were excluded by testing
  - 2. The three counties and county seats, together with the anticipated **annual** three party case volume, at a minimum:

<u>County</u>	<u>County Seat</u>	<u>Volume</u>
New Castle	Wilmington	400
Kent	Dover	190
Sussex	Georgetown	260

R. Cost and Terms

The prospective CONTRACTOR will stipulate the following in their bid on this RFP:

1. The price per case for DNA testing. A paternity case is considered to consist of three (3) parties: the mother, child, and the alleged father;
2. The price for DNA testing for any additional participants in a disputed paternity case. For example, if two parties are alleged to be the father in a case, the extra cost for testing the second person should be indicated;
3. The cost, if any, of expert witnesses should their personal testimony be required. It is not anticipated that this testimony will be needed on a regular basis;
4. The cost, if any, for additional testing beyond DNA, if a satisfactory level of probability is not forthcoming;
5. The Contractor's agreement to charge only for the lower cost genetic test when that test excluded the putative father;
6. According to Federal regulations "the IV-D Agency in the initiating state must pay for the costs of genetic testing in actions to establish paternity". The CONTRACTOR must agree, when Delaware is the responding jurisdiction in an interstate paternity case, to perform the necessary genetic testing and bill the initiating jurisdiction directly, in conformance with this Federal regulation, and
7. In the event that the CONTRACTOR is also supplying paternity genetic testing services to a responding jurisdiction, when Delaware is the initiating jurisdiction, the CONTRACTOR must agree to perform the genetic testing services at the request of the responding jurisdiction and then present the Delaware Division of Child Support Enforcement with a bill for these services. Under no circumstances may the CONTRACTOR request payment prior to the performance of genetic testing services.

## S. Invoicing Procedures

Each CONTRACTOR invoice must specify:

1. All parties tested by name on each case, along with the respective amount billed;
2. The donor's name and social security number;
3. The Division's case number as well as the Civil Action number assigned by Family Court;
4. Whether the case is IV-D or Non IV-D;
5. The county office which requested the service;
6. The Contractor's log number;
7. The test date;
8. The unit billing rate, and
9. The total amount due on each invoice.

The Unit Rate Billing Method should be used in invoice preparation in accordance with the fixed genetic testing prices listed in the Contract. An invoice for all completed paternity testing should be submitted to the DIVISION each month on a timely basis. The client identity information will be provided to the CONTRACTOR by Family Court or the DIVISION at the time testing is requested.

## **(14) Deliverables**

- A. Draft a high-level implementation plan within 10 days of the contract award.
- B. Complete a report detailing the contractor's administrative, operational, training, and document retention procedures relative to the specifications described in sections 1-12.
- C. The contractor will provide monthly statistical summary reports to DCSE specifications.
- D. On an as needed basis, the Contractor will provide an expert witness for Family Court or Administrative hearings.
- E. A report detailing current and future genetic test report submission capabilities.

- F. Documentation of any involvement with paternity testing lawsuits, if applicable.
- G. Within 10 working days of the request, the contractor must be able to provide ad hoc summary reports from the data collected.
- H. The contractor shall be responsible for providing a transition plan 180 days after the contract begins and update the plan each year thereafter or upon request.
- I. The contractor must forward monthly a monthly invoice, in accordance with the invoice specifications, to DCSE for work completed in the prior month. Invoices will not be paid more frequently than once per month.

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

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

Contract term is three (3) years with the possibility of renewal for up to one (1) additional year contingent on funding and satisfactory performance.

#### **B. Subcontractors**

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

#### **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:**

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

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

**Awarded** vendors will be required to submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

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

## **I. Required Reporting**

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

A Usage Report (Attachment 1) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to John.Carlson@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 **01/17/2014, 11:00 a.m.**

### **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 G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of Child Support Enforcement. 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 Child Support Enforcement.

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

## VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### A. Number of Copies Required

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

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

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

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

The responses to this RFP shall be submitted to:

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 **01/17/2014, 11:00 a.m.** 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 60 days. The State of Delaware reserves the right to ask for an extension of time if needed.

### **E. Acknowledgement of Understanding of Terms**

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

### **F. Realistic Proposals**

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

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

### **G. Non-Conforming Proposals**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this

RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

## **H. Notification of Acceptance**

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

## **I. Questions**

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

**Nichole E. Moxley**  
**Management Analyst III**  
**Email: [Nichole.Moxley@state.de.us](mailto:Nichole.Moxley@state.de.us)**  
**Fax: 302.395.6592**

Deadline for submission of all questions is **12/20/2013** All questions and answers will be posted on <http://bids.delaware.gov> no later than 01/03/2014.

## **J. Amendments to Proposals**

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

## **K. Proposals Become State Property**

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

## **L. Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner

interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award in the future tense.

#### **M. Investigation of Bidder's Qualifications**

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

#### **N. RFP and Final Contract**

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

#### **O. Proposal and Final Contract**

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

All terms, and conditions contained in the proposal will remain fixed and valid unless and until amended in writing.

#### **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:

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Advertisement	11/21/2013
Questions Due	12/20/2013
Pre-bid Meeting	12/05/2013

Answers to Questions	01/03/2014
Bid Opening	01/17/2014
Selection Process Begins	01/20/2014
Vendor Selection (tentative)	01/27/2014
Project Begins	02/10/2014

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**R. Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the 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 Division of Child Support Enforcement, 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.

Meets mandatory RFP Provisions		Pass	Fail
CD's properly submitted			
Forms properly submitted			
		Weight	Score
<b>1</b>	<b>Qualifications of Vendor</b>	25	
a	Administrative oversight		
b	Past experience in successfully managing and providing paternity genetic testing services		
c	Paternity genetic testing program details		
d	Available resources		
<b>2</b>	<b>Methodology Proposed</b>	25	
a	Services proposed fit needs as expressed in the RFP		
b	Proposed activities follow a logical sequence		
c	Adequacy of work plan and timeline schedules		
d	Augments the DCSE paternity determination process		
<b>3</b>	<b>Responses to Scope of Services</b>	20	
<b>4</b>	<b>The degree to which the bidder demonstrates the potential ability to develop and implement a paternity outreach education program.</b>	15	
<b>5</b>	<b>Evaluation of the proposed costs as they relate to the proposed service delivery.</b>	<u>15</u>	

Total	100	
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Upon selection of a vendor, a **Division of Child Support Enforcement** representative will enter into negotiations with the bidder to establish a contract.

**B. Consultants and Legal Counsel**

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

**C. Exclusions**

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

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

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

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

Has violated contract provisions such as:

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

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

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

Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State

contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

## **B. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

**APPENDIX A:**  
***BUDGET SUMMARY SHEET***

# Budget Summary Sheet

Categories	Amounts
<b>Staff Salaries</b>	

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

**Travel / Training**

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

**Contractural**

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

**Supplies**

Office	
Janitorial	
Medical	
Program	
Other (specify)	

**Equipment / Other Direct Costs**

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

**Indirect Costs**

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

**TOTAL BUDGET**

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



## Budget Worksheet page 2

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

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

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

## Budget Worksheet page 3

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

**APPENDIX C:**  
***BIDDERS SIGNATURE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX D:**  
**CERTIFICATION SHEET**



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or

secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_\_a not-for-profit organization; or \_\_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## **APPENDIX E**

### *STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX F**

### **OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM**



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

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

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

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Supplier Diversity**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

**Corporation:**

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

Michelle Morin

Office of Supplier Diversity

(302) 739-4206

Fax (302) 739-5561

## **APPENDIX G**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**CONTRACT # \_\_\_\_\_  
BETWEEN  
DIVISION OF CHILD SUPPORT ENFORCEMENT  
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. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

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

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

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

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

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

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

11. This Contract may be terminated in whole or part:

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

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

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

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

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

To the Division at:

Division name here  
address  
address  
Attn:

To the Contractor at:

---

- 
- 
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
  14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
  15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
  16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
  17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
  18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
  19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
  20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly

influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

#### C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this

Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.

2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.

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

D. Miscellaneous Requirements

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

Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

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

E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

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

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Charles Hayward, Director

\_\_\_\_\_  
Date

## **CONTRACT APPENDIX A**

### **DIVISION OF CHILD SUPPORT ENFORCEMENT REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

**CONTRACT APPENDIX B**  
**SERVICE AND BUDGET DESCRIPTION**

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Total Payment shall not exceed \_\_\_\_\_.

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

6. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

## **Attachment 1**

### *Monthly Usage Report*

