



DELAWARE HEALTH  
AND SOCIAL SERVICES

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

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**REQUEST FOR PROPOSAL NO. HSS-14-003**

**FOR**

**RESIDENCY PROGRAM DIRECTOR**

**FOR**

**Department of Health and Social Services  
Division of Substance Abuse and Mental Health  
1901 North DuPont Highway  
New Castle, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: February 27, 2014  
11:00 A.M. LOCAL TIME**

**There will be no Pre-Bid meeting for this RFP; bidders will submit all questions to the [dsamhbusinessoperations@state.de.us](mailto:dsamhbusinessoperations@state.de.us) email address. All questions will be due by the date shown within the proposed timetable of this RFP. All questions and their answers will be posted to the [www.bids.delaware.gov](http://www.bids.delaware.gov) website.**

REQUEST FOR PROPOSAL # HSS-14-003

**Sealed Proposals** for RESIDENCY PROGRAM DIRECTOR for the DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH will be **received** by:

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

Proposals will be accepted until **11:00a.m., February 27, 2014**. At which time the proposals will be opened and recorded.

### **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-14-003 NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

Kieran Mohammed  
[Kieran.mohammed@state.de.us](mailto:Kieran.mohammed@state.de.us)  
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 A,B and C 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 SUBSTANCE ABUSE AND MENTAL HEALTH, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.**

**Organizations Ineligible to Bid**

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

**REQUEST FOR PROPOSAL FOR  
RESIDENCY PROGRAM DIRECTOR  
FOR  
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

**Availability of Funds**

Funds are available for the selected vendor(s) to provide services in the area of RESIDENCY PROGRAM DIRECTOR as set forth herein. The contract term is **one (1) year** renewable up to four additional years as long as sufficient funding is available and the contractor's performance is satisfactory, consistently meets performance targets, and continues to meet the service system design needs of the DSAMH.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Ceasar McClain  
Contracts Manager  
[dsamhbusinessoperations@state.de.us](mailto:dsamhbusinessoperations@state.de.us)

**Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any **DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH** staff, except those specified in this RFP, regarding this procurement.

Bidder communication is limited to Kieran Mohammed, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290. Failure to adhere to this limitation will be grounds for disqualification from the bidding process and the immediate rejection of the offending party's proposal.

**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.

## **Collusion or Fraud**

Any evidence of agreement or collusion among Vendor(s) and prospective Vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Vendor(s) void.

By responding, the Vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Vendor's proposal preparation.

Advance knowledge of information which gives any particular Vendor advantages over any other interested Vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

## **Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the DSAMH shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors, vendors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

## **Solicitation of State Employees Prohibited**

Until contract award, Vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Vendor, its affiliates, actual or prospective contractors, or any person acting in concert with Vendor, without prior written approval of the DHSS' contracting officer. Solicitation of State of Delaware employees by a Vendor may result in rejection of the Vendor's proposal.

This paragraph does not prevent the employment by a Vendor of a State of Delaware employee who has initiated contact with the Vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the Vendor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under State or Federal law. If a Vendor discovers that they have done so, they must terminate that employment immediately.

### **Independent contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes. It may be at the DHSS' discretion as to the location of work for the contractual support personnel during the contract period.

### **Licenses and Permits**

In performance of the contract, the Vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Vendor. The Vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful Vendor shall either furnish the DSAMH with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Vendor to applicable fines and/or interest penalties.

### **Indemnification**

#### **1. General Indemnification.**

Vendor will hold harmless, indemnify and defend the Department, the State of Delaware and their agents, employees, or officers of the State of Delaware from any and all suits, actions, losses, liability, damages (including punitive damages), expenses, reasonable

attorney fees (including salaries of attorneys regularly employed by the State of Delaware), judgments, or settlements incurred by the Department, the State of Delaware or their agents, employees, or officers arising out of the provision of services by vendor, its employees, or subcontractors under the contract, including direct or indirect negligence or intentional acts of omission or commission, and professional malpractice regardless of any negligence by employees or officials of the Department. The legal duties and responsibilities set forth in this paragraph include the duty to cooperate with the Department, its employees, and attorneys in the defense of any legal action against the State, its agents, employees, or officers arising out of the provision of services by Vendor, which involve claims related to an offender's medical care, or which require information or testimony from vendor's employees or contractors.

## **2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware or DHSS, DHSS shall promptly notify the Vendor in writing and Vendor shall defend such claim, suit or action at Vendor's expense, and Vendor shall indemnify the State of Delaware and the DHSS against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Vendor (collectively "Products") is or in Vendor's reasonable judgment is likely to be, held to constitute an infringing product, Vendor shall at its expense and option either:

- (a) Procure the right for the DHSS to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DHSS agrees to and accepts in writing.

**REQUEST FOR PROPOSAL FOR  
RESIDENCY PROGRAM DIRECTOR  
FOR  
DIVISION OF SUBSTANCE ABUSE AND MENTAL HEALTH**

**I SCOPE OF SERVICES**

The contractor for this function is expected to act as the DPC Residency program Director and all responsibilities that it implies. Specifically, the contractor will:

1. Ensure the requirements of The Accreditation Council for Graduate Medical Education (ACGME) are consistently met for the DPC Residency Program.
2. Ensure all documentation is met for ACGME requirements for the DPC residency Program.
3. Ensure Psychiatry Residents are fully oriented to DPC and follow applicable DPC policies and procedures.
4. Ensure appropriate supervision and follow-up for each Psychiatry Resident providing services at DPC. This requirement can be met through assigned DPC Psychiatrist or assigned faculty member as per ACGME requirements for individual rotation as long as standards for supervision and follow-up have been implemented.
5. Provide 26 hours a week of service over a three day period each week.
6. Work with the DPC Residency program Coordinator to ensure timely follow-up on assigned tasks and resolution for performance and attendance issues. This requirement can be met through coordination and sound communication with an assigned on-site supervisor for the Residency Program Coordinator.
7. Participate in the design and implementation of a full didactic schedule for Residents.
8. Coordinate and manage the recruitment, interviewing and selection of new Residents

**II FUNDING AND PAYMENT METHODOLOGY**

The Provider will be paid on an hourly basis for each our worked. DPC will provide funding for the annual meeting of the American Association of Directors of Psychiatry Residency Program (AADPRT).

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

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

The contract term is **one (1) year** renewable up to **four (4)** additional years as long as sufficient funding is available and the contractor's performance is satisfactory, consistently meets performance targets, and continues to meet the service system design needs of the DSAMH.

#### **B. Subcontractors**

The use of subcontractors will NOT be permitted for this project.

#### **C. Funding Disclaimer Clause**

*State Appropriations Mandatory Condition of State Performance.* Validity and enforcement of any resulting Contract is subject to appropriations by the General Assembly of the State of Delaware of the specific funds necessary for Contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Contract, and absent such action this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. Notwithstanding any other provisions of this RFP, any resulting Contract shall terminate and Delaware's obligations under it shall be extinguished at the start of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

#### **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 day's written notice to the other Party, unless a longer period is specified.

#### **F. Contractor Monitoring/Evaluation**

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

#### **G. Payment:**

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

## H. W-9 Information Submission

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

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

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

## I. Applicant Organization Eligibility

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.

Applications for this RFP will be accepted from any non-profit, for profit or faith based organizations whose hiring and operational practices comply with all federal and State of Delaware laws and regulations. The organization will be required to provide evidence that both the applicant organization and the lead management staff proposed for the program have the knowledge and experience, as well as the depth of staffing, to provide the required services.

## VI. State of Delaware 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 (Attachment 1) shall be submitted electronically in EXCEL and sent as an attachment to [dsamhbusinessoperations@state.de.us](mailto:dsamhbusinessoperations@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.

## **VII TECHNICAL PROPOSAL REQUIREMENTS:**

### **Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

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

#### **A. Bidder's Signature Form**

This form, found in the Appendix B, 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 (listed on page one of this RFP).

#### **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.

## VIII GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Resumes must be sent under cover of a brief letter of interest specifying availability, and proposed annual salary/hourly rate. Along with forms in Appendices A, B and C completed and signed.

**Both the Letter of Interest and the outer mailing envelope must reference RFP HSS-14-003.** Any submission without the required information will not be reviewed. Applications will be accepted only from both individual and organizational applicants. Actual service location, hours and rate of compensation is subject to negotiation. **Two (2) copies of resumes and letters of interest are to be submitted to:**

Mr. Kieran Mohammed  
Department of Health and Social Services  
Division of Management Services, Procurement Branch  
Herman M. Holloway Sr. Health and Social Services Campus  
1901 N. DuPont Highway  
Administration Building, 2nd Floor, Rm 257  
New Castle, DE 19720

### A. Closing Date

All responses must be received no later than **11:00 a.m., February 27, 2014**. Later submission will be cause for disqualification.

### B. 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.

### C. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2015**. The State of Delaware reserves the right to ask for an extension of time if needed.

#### **D. 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.

#### **E. 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.

#### **F. 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

#### **G. Notification of Acceptance**

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

#### **H. 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:

**Cesar McClain**  
**Community Mental Health Contracts Manager**  
[dsamhbusinessoperations@state.de.us](mailto:dsamhbusinessoperations@state.de.us)  
**Fax: (302)-255-9395**

## **I. 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.

## **J. 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.

## **K. 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.

## **L. 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.

## **M. No Press Releases or Public Disclosure**

Vendors may not release any information about this RFP. The DSAMH reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware or the DSAMH with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the DSAMH.

**N. Penalties**

The DSAMH may include in the final contract penalty provisions for non-performance, such as liquidated damages. Any factually or legally applicable penalty or liquidated damage shall not be the exclusive remedy available for breach of contract

**O. 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.

**P. Proposal and Final Contract**

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

All terms, and conditions contained in the proposal will remain fixed and valid for 5 year(s) after proposal due date.

**Q. Cost of Proposal Preparation**

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

**R. Proposed Timetable**

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

<u>Activity</u>	<u>Date</u>
RFP Advertisement	02/13/2014
Bid Opening	02/27/2014
Selection Process Begins	02/27/2014
Vendor Selection (tentative)	03/05/2014
Project Begins	03/10/2014

## **S. Confidentiality and Debriefing**

All documents submitted as part of the Vendor's proposal will be deemed confidential during the evaluation process to the extent permitted by law. Vendor proposals will not be available for review by anyone other than DHSS or its designated agents. There shall be no disclosure of any Vendor's information to a competing Vendor prior to award of the contract unless required by law.

DHSS is a public agency as defined by State law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under State law, certain classes of DHSS' records are presumptively confidential. Vendor(s) are advised that once a proposal is received by the DHSS and a decision on contract award is made, the proposals' contents may become public record and nothing contained in the proposal will be deemed to be confidential unless supported by law.

Vendor(s) shall not include any information in its proposal that is proprietary in nature or that it would not want to be released to the public unless such information is specifically identified and separated. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that it cannot submit its proposal without including proprietary information, it must adhere to the following procedure or their proposal may be deemed non-responsive and will not be recommended for selection. Vendor(s) must submit any required proprietary information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(g), and briefly stating the reasons that each document meets the said definitions. The opinions of Vendor's legal counsel shall not be binding upon DHSS.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DHSS will open the envelope to determine whether the procedure described above has been followed. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware.

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. The debriefing will not be conducted until the Request for Proposal process is completed.

## IX SELECTION PROCESS

### A. Proposal Evaluation Criteria

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions	Pass/Fail
Hard Copies Properly Submitted	
Forms properly submitted	
<b>Credentials</b>	
Certified by the American Board of Psychiatry	
Licensed to practice Psychiatry in the State of Delaware	25
<b>Experience</b>	
A minimum of five (5) years practice as a licensed Psychiatrist	25
<u>Documented experience as faculty of a ACGME Psychiatric Residency Program</u>	<u>50</u>
Total	100

Upon selection of a vendor or vendors, a **Division of Substance Abuse and Mental Health** representative will enter into negotiations with the bidder to establish a contract. As stated above, DHSS reserves the right to simultaneously negotiate with several selected vendors.

### B. Consultants and Legal Counsel

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

### C. Exclusions

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

#### **D. State's Right to Award Multiple Source Contracting**

Pursuant to *29 Del. C. § 6986*, DHSS may award a contract for a particular professional service to two or more Vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

#### **E. 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:**

***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 B:**  
***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.

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Date

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Signature & Title of Official Representative

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Type Name of Official Representative

**APPENDIX C**

*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: \_\_\_\_\_

## Definitions

The following definitions are from the State Office of Supplier Diversity

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

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

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

Definitions

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

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

### **Minority Business Enterprise (MBE):**

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

### **Corporation:**

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

### **Partnership:**

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

### **Individual:**

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086

**Attachment 1**

*Monthly Usage Report*

