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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 14 039**

**FOR**

**HIV/AIDS PREVENTION SERVICES**

**FOR**

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

Deposit	Waived
Performance Bond	Waived

**Date Due: October 22, 2014  
11:00 A.M. LOCAL TIME**

A **pre-bid meeting** will be held on **September 10, 2014 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720.

**While attendance is not mandatory, entities who wish to bid on this proposal are strongly encouraged to take advantage of this opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. Bidders should RSVP by calling (302) 255-9290 or emailing [DHSS\\_DMS\\_DMSprocure@state.de.us](mailto:DHSS_DMS_DMSprocure@state.de.us).**

REQUEST FOR PROPOSAL # HSS 14 039

**Sealed Proposals for HIV/AIDS Prevention Services** for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901, will be **received** by:

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

Proposals will be accepted until **11:00am on October 22, 2014**. At which time the proposals will be opened and recorded.

A **pre-bid meeting** will be held on **September 10, 2014 at 10:00am** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information please call 302-255-9290.

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

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. I. 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 RFP NUMBER (HSS 14 039) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

PROCUREMENT ADMINISTRATOR  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
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 DEPARTMENT OF HEALTH AND SOCIAL SERVICES' PROCUREMENT UNIT, AT THE ADDRESS SHOWN ABOVE, BY THE DEADLINE.

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

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

**Organizations Ineligible to Bid**

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

**REQUEST FOR PROPOSAL  
FOR  
HIV/AIDS PREVENTION SERVICES  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of HIV/AIDS Prevention Services. Contract renewal is possible for up to four (4) additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting will be held. The meeting will be on **September 10, 2014 at 10:00am** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building, Sullivan Street, 1<sup>st</sup> Floor, Room 198  
1901 N. Dupont Highway, 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 posted on the internet at <http://bids.delaware.gov>.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Martin Luta  
Chief, Bureau of Communicable Diseases  
Delaware Division of Public Health  
Thomas Collins Building  
540 S. DuPont Highway  
Dover, DE 19901

Email: [Martin.luta@state.de.us](mailto:Martin.luta@state.de.us)  
Phone # 302-744-1050  
Fax# 302-739-2548

## **Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Martin Luta 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 September 3, 2014 and will be addressed at the pre-bid meeting. The complete list of questions and their answers may be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will be posted on the internet at <http://bids.delaware.gov>

Following the pre-bid meeting bidder communication is limited to Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is (302) 255-9290.

## **Contact with State Employees**

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

**REQUEST FOR PROPOSAL  
FOR  
HIV/AIDS PREVENTION SERVICES  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**I. INTRODUCTION**

**A. Background**

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

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

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

The Division of Public Health (DPH) is responsible for the administration of the HIV Prevention grant funded by the Centers for Disease Control and Prevention (CDC) and through the HIV Prevention and Ryan White (RW) programs, offers a complete HIV prevention package to the citizens of Delaware. The services included in this RFP are vital to reducing the incidence of new HIV infections in Delaware.

It is the goal of DPH to ensure as much of the grant funds as possible go directly to community-based organizations (CBOs) who are able for providing HIV/AIDS prevention services to the most at-risk populations of Delaware and to providers of professional services that support and promote DPH funded CBO programs.

The program mission is to:

- Reduce the rate at which Delawareans contract HIV.
- Reduce the number of Delawareans that are unaware of their HIV status.

- Ensure that HIV infected Delawareans are connected and retained in prevention and treatment services.

Delaware's HIV /AIDS Prevention program is guided by the Comprehensive HIV Prevention 5-Year Plan (the Plan) which has been informed by national CDC HIV prevention initiatives and grant requirements. The Plan is developed by the Integrated HIV Planning Council (IPC), a community planning group that seeks the input of those infected and affected by HIV/AIDS, HIV prevention service providers, community based-organizations, professional health care providers, epidemiologists and other professionals. This diverse group of experts uses HIV/AIDS/STD epidemiological data, service provision performance data, focus groups, direct population survey and a host of other data sources to produce a prioritized list of high-risk populations and the interventions that are proven effective to reduce the spread of HIV among the prioritized populations.

Please refer to the 2010-2014 Comprehensive HIV Prevention Plan (the 'Plan') for detailed background on HIV in Delaware. The Plan can be found at:

<http://www.delawarehiv.org/uploads/cmsfiles/2010-2014%20Comp%20Plan%20Final%20With%20Color%20.pdf>

## **B. Project Goals**

The Delaware Department of Health and Social Services (DHSS) is inviting proposals to provide HIV Prevention Services to the infected and affected populations of Delaware in alignment with the *Comprehensive HIV Prevention 5-Year Plan, 2010-2014* (the Plan).

This program is funded by a Federal HIV prevention grant issued by the CDC and administered by Division of Public Health (DPH). The grant is informed by the *CDC HIV Prevention Strategic Plan Through 2010-2015* [http://www.cdc.gov/hiv/pdf/policies\\_DHAP-strategic-plan.pdf](http://www.cdc.gov/hiv/pdf/policies_DHAP-strategic-plan.pdf) and other CDC sponsored initiatives. Currently pre-eminent among these initiatives is the National HIV/AIDS Strategy (NHAS).

- <http://aids.gov/federal-resources/national-hiv-aids-strategy/nhas-fact-sheet.pdf>

The CDC initiative consists of four key strategies:

- Make HIV testing a routine part of medical care.
- Implement new models for diagnosing HIV infections outside medical settings

- Prevent new infections by working with persons diagnosed with HIV and their partners.
- Further decrease perinatal HIV transmission.

Implementation of these key strategies (and other grant requirements) in Delaware is guided by the *Delaware Comprehensive HIV Prevention Plan 2010-2014* (the Plan) A copy of the Plan can be found at:

<http://www.delawarehiv.org/uploads/cmsfiles/2010-2014%20Comp%20Plan%20Final%20With%20Color%20.pdf>

The Plan was developed using epidemiological data specific to Delaware, in combination with the advice of the NHAS, and prioritizes 6 populations that are most at-risk:

1. HIV Infected Individuals
2. Heterosexuals of all races, with emphasis on African American in the Wilmington/NCC area and emphasis on women that are pregnant or considering pregnancy.
3. Injected Drug Users
4. Men that have Sex with Men (MSM), with special emphasis on African American and those frequenting the resort areas of Delaware.
5. Youth in secondary school, college/university and correctional settings.

The purpose of this program is to provide HIV prevention services intended to reduce the incidence of HIV infection to as many in these populations as is fiscally possible in the order that they are prioritized.

## **II. SCOPE OF SERVICES**

Bidders may propose any combination of the below listed activities for any combination of the priority populations listed above within areas outlined in the Comprehensive HIV Prevention Plan (the Plan)

Each program/intervention should be proposed individually and have a separate budget.

The DPH HIV Prevention Program reserves the right to negotiate the individual interventions of the proposal separately.

All bidders are encouraged to consult the CDC website for a list of evidence-based interventions for specific at-risk populations.

[http://www.cdc.gov/hiv/topics/prev\\_prog/index.htm](http://www.cdc.gov/hiv/topics/prev_prog/index.htm)

### **A. Community Education**

Community Education is provided to existing groups (i.e. church groups, workplace/employee groups, boy/girl scouts, Elk lodges and the like, etc.) to:

1. Raise awareness of HIV within risk populations/behaviors (statistics, local impact, etc.)
2. Teach how HIV is and is not transmitted and skills for avoiding infection
3. Raise awareness of services available to meet community HIV related needs (testing, counseling, treatment, etc.)
4. Encourage use of available services.
5. Education will be provided at a level of language and detail appropriate to meet the needs of the specific audience at any given presentation.
6. This service does not include the formation of new groups of people specifically for the purpose of providing HIV education or longer-term group-level interventions.
7. Proposals will include the specific educational format, manual, protocol to be used.

### **B. Outreach**

Outreach is provided to individuals in the community through door-to-door, on-street efforts or to individuals attending events such as health fairs, ethnic celebrations, music festivals, etc. The primary purposes of outreach services are to:

1. Recruit at-risk individuals to HIV testing services. (including Social Networking Strategies)
2. Reconnect known HIV infected individuals to treatment and case management services if the client has never accessed services or has been 'lost-to-care'.
3. Raise awareness of services available to meet HIV related needs (testing, counseling, treatment, etc.)
4. Encourage use of available services.

### **C. HIV Testing**

1. Apply the specific rapid screening technology being used at the time of the training. The current method of testing is a rapid screening followed by a confirmatory rapid test.
2. The service may be provided in the agency's offices and/or on mobile testing units (as approved by the DPH Laboratory and the HIV prevention program).
3. All discovered cases of HIV infection must be reported to HIV surveillance in accord with Delaware Law.
4. All workers providing DPH supported/contracted HIV testing must attend the DPH provided HIV Counseling & Testing course and be assigned a counselor number by the HIV Prevention Program.
5. Each instance of HIV testing must be recorded in the web based program provided by DPH within two weeks of the test date.
6. DPH will provide needed training, rapid testing kits and related laboratory services for selected contractors. Budgets for HIV testing services should include line items for HIV test kits and controls.
7. CDC recommendations for HIV Testing can be found at:  
<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5019a1.htm>

### **D. Referral to HIV Treatment & Case Management**

1. All contracted HIV Prevention providers will be expected to provide active referral for any person newly diagnosed with HIV infection or any person that is already aware of his/her HIV+ status and has not accessed treatment or case management services or that has been 'lost-to-care'.
2. Active referral may include transportation of the client, accompanying the client to initial appointments, assisting the client to discover solutions to other barriers that prevent the client from accessing routine HIV care, verification of kept/missed appointments, etc.
3. This is not an on-going service, but is provided to the extent needed for the client to be securely connected to treatment and case management services provided through the Ryan White program.
4. Contractors should include the specific people/agencies and mechanisms that will serve as the primary conduit(s) for transfer of the client from prevention services to treatment/case management services.

## **E. Individual or Group Delivered Risk Reduction Counseling**

The purpose of risk reduction counseling is to provide counseling and health education interventions to persons who are at high risk for HIV infection. The interventions promote and reinforce safe behavior. The participants may range from a single individual to couples, families, groups, or entire communities.

Risk reduction counseling is interactive. Such counseling assists clients in building the skills and abilities to implement behavior change. These programs offer training in the interpersonal skills needed to negotiate and sustain appropriate behavior changes. For example, sessions could concentrate on delaying the initiation of sexual activity, on methods for avoiding unsafe sex and negotiating safer sex, and on techniques to avoid sharing injecting drug paraphernalia. Risk reduction may be implemented in a variety of formats. The interventions may take the form of role plays, safer sex games, small group discussion, individual counseling, or group counseling.

Effective risk reduction counseling sessions:

- Emphasize confidentiality.
- Begin with an assessment of the specific HIV/STD prevention needs of the client(s).
- Identify, with the group or individual, the appropriate goals/objectives (e.g., condom use negotiation skills for female sex partners of IDUs).
- Use skills-building exercises designed to meet the specific needs of the client(s).
- Include negotiations with the client(s) on suggestions and recommendations for changing and sustaining behavior change as appropriate to their situation.
- Enable/motivate participants to initiate/maintain behavior change independently.
- Enhance abilities of the participant(s) to access appropriate services (e.g., referrals to drug treatment).

## Risk Reduction Program Plans

An effective risk reduction program plan includes the following:

- Protocols and procedures specific to each activity and logistical check lists for implementation.
- Development of innovative behavior modification strategies.
- Provision for regular updates in techniques for skills building.
- Provisions for updates on client-focused approaches to risk reduction activities.
- Provision for updates in techniques for increasing facilitators' skills in managing group or one-on-one dynamics.

## F. Comprehensive Risk Counseling Services

Comprehensive Risk Counseling and Services (CRCS, formerly PCM) is intensive, individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive individuals who are at **high risk** for acquiring or transmitting HIV and STDs and struggle with issues such as substance use and abuse, physical and mental health, and social and cultural factors that affect HIV risk.

- For people who are HIV-positive, psychosocial challenges such as depression or mental illness, substance use, or homelessness may adversely affect their ability to obtain medical care, adhere to HIV/AIDS treatment, and reduce risk behaviors.
- A client with an urgent need for housing, food, or treatment for substance use may find risk reduction difficult.
- Often, through less intensive, group-based prevention interventions, we find out that certain clients need the more intensive attention to risk reduction challenges such as that offered by CRCS.

### Core elements

The 7 core elements of CRCS (referred to as 'essential components' in the 1997 *PCM Guidance*) – These elements should always be present in any CRCS program, although their design may vary to suit the client population, resources, and agency mission. The core elements are described in detail in the 1997 *PCM Guidance*<sup>2</sup> and are listed below.

1. Develop and implement a strategy to recruit and engage high risk clients

2. Screen clients to identify those who are at highest risk and appropriate for CRCS, enroll them in CRCS, and assess enrolled clients to determine specific risk and psychosocial needs
3. Develop an individualized prevention plan with goals and measurable objectives
4. Provide ongoing, multi-session intensive HIV risk and behavior change counseling
5. Coordinate client support with other case management programs and provide referrals as needed
6. Conduct on-going monitoring and reassessment of client progress and needs
7. Discharge clients when they attain and can maintain behavior change goals. In preparing discharge policies, agencies should establish protocols to classify clients as "active," "inactive," or "discharged." Your agency should outline the minimum active effort required to retain clients. Finally, your CRCS program should be willing to readmit clients who need new or additional risk reduction support.

Note that CRCS is, by definition, an individual level intervention. CRCS clients often are referred to support groups in order to get them ready for CRCS or to help them cope after graduation from CRCS, but CRCS itself is conducted with only one client at a time, unless the client's partner is involved in the sessions.

The CRCS Implementation Manual can be found at

[http://www.cdc.gov/hiv/topics/prev\\_prog/CRCS/resources/CRCS\\_Manual/index.htm](http://www.cdc.gov/hiv/topics/prev_prog/CRCS/resources/CRCS_Manual/index.htm)

## **G. Syringe Exchange Program**

Syringe exchange is an evidenced-based intervention program that ensures injecting drug users have access to clean syringes/needles in exchange for used ones. Included in this program are the following required components.

- 1. Targeted Outreach to IDU's**– is provided to individuals in the community through door-to door, on-street efforts in areas where IDU's are known to live or congregate.

- a. The primary goal of outreach is to enroll IDU's in the Needle Exchange Program
  - Distribution of sexual risk reduction supplies, bleach kits and informational and educational packets.
  - Provide Risk Reduction Counseling.
  - Making referrals to Substance abuse treatment programs
  - Making referrals to other health services.

## **2. HIV Testing**

- a. HIV testing at intake to establish a baseline
- b. Testing periodically during the participant's enrollment with the program.
- c. All other provisions for HIV testing listed above apply here.

## **3. Syringe Exchange**

- a. Enroll eligible clients.
- b. Exchange one for one used needles for new needles with enrolled clients.
- c. Establish regular sites throughout Wilmington for distribution of clean needs.

## **4. Encourage needle exchange clients to enroll in substance abuse treatment**

## **5. DPH will provide the Syringe Exchange Van.**

## **H. Lost to Care**

**DPH HIV surveillance has determined that 20% of HIV positives living in Delaware are lost to care. This means the client was never connected to care after initial diagnosis or has not received care for over one year. Clients that are lost to care have poor health outcomes and because they are not virally suppressed are likely to transmit HIV if they engage in risky behavior. Patients in care are more likely to have viral suppression with concomitant reduction in HIV spread if/when they engage in risky behavior.**

The goal of this initiative is to reduce the number of Delawareans that are not linked or maintained in HIV care.

The DPH HIV surveillance program will determine the status of Delawareans considered 'Lost to Care'. The successful vendor will be required to locate lost to care clients anywhere in the country using a subscription program specifically designed to track and locate individuals based on complete or partial data. Of those locate that reside in Delaware the vendor will contact the clients and facilitate their connection to care. Because of the confidentiality of the information, the subscription program and all information collected and maintained by the vendor for LTC must comply with Data Security and Confidentiality Guidelines listed in the website below.

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>

#### **I. Contract Monitoring and Reporting**

(A) Contract providers will report all contract activities in a manner determined by DPH. Currently, services are reported through a combination of web-based electronic reporting provided by CDC excel-based budget and activity reporting forms. DPH reserves the right to change reporting requirements as needed to meet grant requirements. All reports will be submitted monthly, at minimum.

(B) Web access is mandatory for HIV prevention service providers.

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

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

Contract term is twelve (12) months with the possibility of renewal for up to four (4) additional years contingent on funding and additional needs to be addressed.

#### **B. Subcontractors**

The use of subcontractors **will not** be permitted for this project.

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

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The

Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

#### **D. Reserved Rights**

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

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

#### **E. Termination Conditions**

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

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

The Contract may be terminated in whole or part:

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

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

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

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

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

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

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

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

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

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

**This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not 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 parties.

A complete and accurate Usage Report (Appendix G) shall be furnished in an **Excel format and submitted electronically**, no later than the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Martin Luta at [Martin.Luta@state.de.us](mailto:Martin.Luta@state.de.us). Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible 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.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Appendix G.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorousage@state.de.us](mailto:vendorousage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For

consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend

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

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

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

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

##### **B. Title Page**

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: October 22, 2014 at 11:00am**).

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

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

##### **D. Confidential Information**

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

##### **E. Qualifications and Experience**

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

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications

of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

#### **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.

- A copy or web address for any and all protocols, interventions, programs proposed will be included in proposals/work plan.
- If a protocol that is being proposed has already been implemented by a bidder in past years, evidence of efficacy must be included.
- If the program proposed was not successful in previous implementations, specific detail of how the program will be modified to address weaknesses must be included in the proposal.
- The work plan must include a proposed weekly schedule of activities accounting for work hours for each employee funded by HIV Prevention funds.

- If the bidder is splitting worker time between several projects, the total hour worked per week, the complete proposed weekly schedule of activities and the mechanism to monitor time allocated to this project must be included. (This includes **all** funding used to support the staff position.)
- Use of logic models is encouraged.
- The bidder is encouraged to include 'value added' notations as needed.

## **H. Certification and Statement of Compliance**

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

## **I. Standard Contract**

Appendix F is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

## **V. BUDGET**

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices A & B. Budget should include an amount per hour along with an estimation of time per activity. Modifications to the budget after the award must be approved by the Division of Public Health.

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

- DPH will provide most training needs of workers not met by the bidder directly. Line items for these activities/supplies should not be included in budgets.
- Budgets should be presented with a separate column for each program, including funds from other sources used to support the program.
- Cost per client served must be included for each intervention proposed.

## VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### A. Number of Copies Required

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

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

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

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

The responses to this RFP shall be submitted to:

Procurement Administrator  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building, Sullivan Street  
Second Floor, Room 257  
1901 North duPont Highway  
New Castle, DE 19720

**B. Closing Date**

All responses must be received no later than **October 22, 2014 at 11:00am**. Later submission will be cause for disqualification.

**C. Opening of Proposals**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

**D. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through October 21, 2015. The State of Delaware reserves the right to ask for an extension of time if needed.

**E. Acknowledgement of Understanding of Terms**

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

## **F. Realistic Proposals**

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

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

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

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware

## **H. Notification of Acceptance**

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

## **I. Questions**

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

Martin Luta  
Chief, Bureau of Communicable Diseases  
Delaware Division of Public Health  
Fax: (302) 739-2548  
email: [martin.luta@state.de.us](mailto:martin.luta@state.de.us)

Deadline for submission of all questions is September 3, 2014. All questions and answers will be posted on the RFP website at <http://bids.delaware.gov> no later than September 24, 2014. Please include your fax number and/or your email address with your request.

## **J. Amendments to Proposals**

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

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

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

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

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

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

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

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

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

**O. Proposal and Final Contract**

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

All terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

**P. Cost of Proposal Preparation**

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

**Q. Proposed Timetable**

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

<b><u>Activity</u></b>	<b><u>Date</u></b>
RFP Advertisement	August 20, 2014
Questions Due	September 3, 2014
Pre-bid Meeting	September 10, 2014 10:00am
Answers to Questions	September 24, 2014
Bid Opening	October 22, 2014 11:00am
Selection Process Begins	October 23, 2014
Vendor Selection (tentative)	November 6, 2014
Project Begins	January 1, 2015

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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 the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

**A. Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 39 points is possible.

<b>Category</b>	<b>Weight</b>
Meets mandatory RFP provisions	Pass/Fail
Ability to provide the service	
1. Qualifications of vendor	
2. Available resources	
3. Access to target population	
4. Past performance relative to similar programs	
5. Uses a recognized method for accounting/payroll	

Methodology Proposed	
1. Services proposed fit needs as expressed in RFP	
2. Proposed activities follow a logical sequence	
3. Proposed interventions are evidence-based; proof of efficacy is provided.	
Adequacy of Work Plan & Schedules	
1. Timeline is appropriate to proposed staffing & activities.	
2. Proposed staff FTE is appropriate for workload	
Cost of Proposal	
1. Cost per client	
2. Salaries / FTE	
3. Overall use of funds	

### Definition of Scoring

Category	
Meets mandatory RFP provisions: <i>Determined by the Procurement Office. This includes CD's properly submitted and signature forms properly submitted. Those not passing will not be forwarded to the program for consideration</i>	
Ability to provide the service	
1.	<p style="text-align: center;">Qualifications of vendor</p> <p>3 = vender has extensive experience in managing similar programs and currently employs qualified staff</p> <p>2 = vender has extensive experience in managing similar programs and has reasonable plans to hire qualified staff</p> <p>1= vendor has some experience in managing similar programs and currently employs qualified staff and/or has reasonable plans to hire qualified staff</p> <p>0 = no experience managing similar projects and currently employs no qualified staff.</p>
2.	<p style="text-align: center;">Available resources</p> <p>3 = vender has well-developed infrastructure to support proposed activities.</p> <p>2 = vender has adequate infrastructure to support proposed activities.</p> <p>1= vender has minimal infrastructure to support proposed activities, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate infrastructure to support proposed activities and needs capacity building/technical assistance beyond DPH resources.</p>
3.	<p style="text-align: center;">Access to target population</p> <p>3 = vender has extensive and proven access to the population(s) proposed</p> <p>2 = vender has adequate and proven access to the population(s) proposed</p> <p>1= vender has minimal access to the population(s) proposed, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate access to the population(s) proposed and needs</p>

CB/TA beyond DPH resources.	
4.	<p style="text-align: right;">Past Performance</p> <p>3 = vendor has proven ability to implement and achieve outcomes for HIV Prevention programs or similar behavior change programs.</p> <p>0 = vender does not have proven ability to implement and achieve outcomes for HIV Prevention programs or similar behavior change programs.</p>
5.	<p style="text-align: right;">Accounting Methodology</p> <p>3 = vendor uses an accepted method of accounting practice</p> <p>0 = vender does use an accepted method of accounting practice</p>
<b>Proposed Methodology</b>	
1.	<p>Services proposed fit needs as expressed in RFP</p> <p>3 = proposal is solidly based on the RFP and supporting documents.</p> <p>2 = proposal is minimally based on the RFP and supporting documents, but could be improved through CB/TA provided by DPH, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate access to the population(s) proposed and needs CB/TA beyond DPH resources.</p>
2.	<p>Proposed activities follow a logical sequence</p> <p>3 = proposal includes logic model with clearly documented process and outcome expectations.</p> <p>2 = proposal includes inadequate logic model, but clearly identifies process and outcome expectations in another format.</p> <p>1 = proposal inadequately documents process and outcome expectations,</p> <p>0 = proposal does not have sufficient documented process or outcome expectation to be helped by available DPH CB/TA.</p>
3.	<p>Proposed interventions are evidence-based; proof of efficacy is provided.</p> <p>3 = proposal includes references documenting efficacy of proposed intervention specific to the population to be served. (such as those included in CDC listings of DEBIs or the Compendium of Interventions: see CDC website.)</p> <p style="text-align: center;"><i>- or -</i></p> <p>includes references documenting efficacy of proposed intervention in other populations and clearly documented modifications of the intervention specific to the population.</p> <p>1 = proposal includes references documenting efficacy of proposed intervention in other populations, but lacks clearly documented modifications of the intervention specific to the population.</p> <p>0 = proposal does not have documented proof of efficacy for proposed interventions.</p>
<b>Adequacy of Work Plan &amp; Schedules</b>	
1.	<p>Timeline is appropriate to proposed staffing &amp; activities.</p> <p>3 = timeline is very efficient for tasks and FTEs proposed.</p> <p>2 = timeline is minimally acceptable for tasks and FTEs proposed, but could be improved through CB/TA provided by DPH, but could be improved through CB/TA provided by DPH</p> <p>1 = timeline is unacceptable for tasks and FTEs proposed, but could be improved</p>

<p>through CB/TA provided by DPH, but could be improved through CB/TA provided by DPH</p> <p>0 = Timeline is unrealistic and cannot be improved by available DPH CB/TA.</p>
<p>2. Proposed staff FTE is appropriate for workload</p> <p>3 = Staff time is very well tailored and appropriate to proposed activities and interventions.</p> <p>2 = Staff time is acceptably tailored and appropriate to proposed activities and interventions.</p> <p>1 = Staff time is not well tailored and appropriate to proposed activities and interventions, but could be improved through CB/TA provided by DPH.</p> <p>0 = Staff time is unrealistic or wasteful and cannot be improved by available DPH CB/TA.</p>
<p><b>Cost of Proposal</b></p>
<p>1. Cost per client</p> <p>3 = Cost/potential benefit ratio is very high</p> <p>2 = Cost/potential benefit ratio is acceptable</p> <p>1 = Cost/potential benefit ratio is low, but could be improved through CB/TA provided by DPH.</p> <p>0 = Cost/potential benefit ratio is low and cannot be improved by available DPH CB/TA.</p>
<p>2. Salaries / FTE</p> <p>3 = Salaries are well suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are appropriate / justified.</p> <p>2 = Salaries are well suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are unjustified.</p> <p>1 = Salaries are poorly suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are appropriate and justified.</p> <p>0 = Salaries are unacceptable relative to job requirements / staff qualifications / management.</p>
<p>3. Overall use of funds</p> <p>3 = Allocations are efficient with little/no waste and in line with proposed activities.</p> <p>2 = Allocations are efficient with little/no waste and in line with proposed activities, but would benefit from DPH CB/TA.</p> <p>1 = Allocations have significant areas of waste, but could improve with DPH CB/TA.</p> <p>0 = Allocations are grossly inadequate or excessive relative to proposed activities.</p>

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

## **B. Consultants and Legal Counsel**

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

## **C. Exclusions**

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

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

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

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

Has violated contract provisions such as:

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

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

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

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

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

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

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

# Budget Summary Sheet

Categories	Amounts
<b>Staff Salaries</b>	

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

**Travel / Training**

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

**Contractual**

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

**Supplies**

Office	
Janitorial	
Medical	
Program	
Other (specify)	

**Equipment / Other Direct Costs**

Other (specify)	
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**Indirect Costs (12%)**

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

**TOTAL BUDGET**

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



# Budget Worksheet page 2

<b>Category / Description</b>	<b>Amount</b>
<u>Contractual</u>	
Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc that will be paid by the Agency	
<b>Total: Contractual</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 (no more than 12%)</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**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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

A. Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

B. Administrative Requirements

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

a) Comprehensive General Liability                      \$1,000,000

and

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

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

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

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

Contractor shall be responsible for providing liability insurance for its personnel.

4. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
5. 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.
6. Contractor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
  - a. The negligence or other wrongful conduct of the Contractor, its agents or employees, or
  - b. Contractor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided that
    - i. Contractor shall have been notified promptly in writing by Delaware of any notice of such claim; and

- ii. Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

If Delaware promptly notifies Contractor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Contractor will not indemnify Delaware, however, if the claim of infringement is caused by:

- a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Contractor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Contractor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
  - e. Information, direction, specification, or materials provided by Client or any third party. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either
    - i. Procure the right for Delaware to continue using it,
    - ii. Replace it with a non-infringing equivalent,
    - iii. Modify it to make it non-infringing.
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 service(s) 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 service(s) 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, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti-discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status, or any other unlawful discriminatory basis or criteria. Contractor agrees to honor the conflict of interest provisions of the Delaware Code of Ethics, 29 *Del. C.* Ch.58.
10. Contractor has or will retain such employees, as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
11. Contractor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
12. Contractor warrants that its services will be performed in a good and workmanlike manner. Contractor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are

governed. With respect to all third-party products and services purchased by Contractor for Delaware in connection with the provision of the Services, Contractor shall pass through or assign to Delaware the rights Contractor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

13. This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Division at:

Division of Public Health  
417 Federal Street  
Dover, DE 19901  
Attn: Support Services Section

To the Contractor at:

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16. 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.

If any term or provision of this Contract is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Contract, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

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

18. 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. Approval by the Department of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the Department shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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.

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

Appendix A– Divisional Requirements

Appendix B – Services and Budget Description

Appendix C- Name of Appendix or DHSS Request for Proposal (RFP)

# HSS-XX-XXX *(if applicable)*

Appendix D – Name of Appendix or Vendor’s Proposal in response to RFP

#HSS-XX-XXX *(if applicable)*

This contract and its Appendices shall constitute the entire agreement between The Department and Contractor with respect to the subject matter of this Contract and shall not be modified or changed without the express written consent of the parties. The provisions of this contract supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Contract.

Should a conflict arise in the language found among the above-named documents, the documents shall govern in the following order:

- 1) This DHSS Contract (pages 1 to 14)
- 2) DHSS Request for Proposal (RFP)# HSS-XX-XXX *(if applicable)*
- 3) Vendor’s Proposal in response to RFP # HSS- XX-XXX *(if applicable)*
- 4) Appendix A- Divisional Requirements
- 5) Appendix B- Services and Budget Description *(use only if #2 and #3 above are not necessary or do not contain a budget)*

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

Contractor may not order any product requiring a purchase order prior to The Department's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Contract for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. This Contract shall be governed by and construed in accordance with the Laws of the State of Delaware, except where Federal Law has precedence. Contractor consents to jurisdiction and venue in 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.

21. 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.

22. 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.

23. 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 Contract, 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 Contract 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.

24. 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.

Contractor retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with Delaware's rights to the materials, information, and documents developed in performing the project. Upon final payment, Delaware shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify, and prepare derivative works of all materials in which Contractor retains title, whether individually by Contractor or jointly with Delaware. Any and all source code developed in connection with the services provided will be provided to Delaware, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

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.

25. 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.
26. 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.
27. 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 Contract, 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.

Contractor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Contractor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt.

3. Validity and enforcement of this Contract is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated the Department 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 Contract, this Contract shall terminate and the Department's obligations under it shall be extinguished at the end of the fiscal year in which the state of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts, which will then become due.

4. Delaware is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
5. 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.

Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Contractor. If an Appendix specifically provides for expense reimbursement, Contractor shall be reimbursed only for reasonable expenses incurred by Contractor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

6. 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.
7. 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.
8. 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.

All invoices, reports, documents provided in response to an audit, and any documentation provided to the Department pursuant to any contractual obligation as set forth herein, including any chart or compilation of data, report, or other document produced by the Contractor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

***“I hereby certify that the information reported herein is true, accurate, and complete. I understand that these reports are made in support of claims for government funds.”***

Any certification related to information and documents produced to the Department shall be certified only by the Contractor’s Contract Manager

9. 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.
10. 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.

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. *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.
3. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
4. *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.

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

Remainder of this page intentionally left blank.

E. Authorized Signatures:

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be duly executed as of the date and year first above written.

For the Contractor:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

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

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Karyl T. Rattay, MD, MS  
Director

\_\_\_\_\_  
Date

## APPENDIX A (of Sample contract)

### DIVISION OF PUBLIC HEALTH REQUIREMENTS

#### Sanctions

1. In the event that Contractor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware may suspend the scheduled payments.
2. The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

#### Vendor Responsibilities *(This clause may be most useful in IT and IT-related contracts and not as useful in other types of contracts.)*

1. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Contractor, its subcontractors, and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Contractor shall follow practices consistent with generally accepted professional and technical standards. Contractor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the applicable standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Contractor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Contractor's failure to ensure compliance with DTI standards.
  - a. It shall be the duty of the Contractor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Contractor will not produce a work product that violates or infringes on any copyright or patent rights.

Contractor shall, without additional compensation, correct or revise any errors or omissions in its work products.

- b. Permitted or required approval by Delaware of any products or services furnished by Contractor shall not in any way relieve Contractor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval,

acceptance, or payment for any of Contractor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Contractor's performance or failure to perform under this Agreement.

- c. Contractor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Contractor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project Name:

Team Title:

% of Project Involvement:

*(add additional information as needed)*

Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Contractor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Contractor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Contractor is unsuitable to Delaware for good cause, Contractor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

### **Other 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 Public Health (DPH)' 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.

Remainder of this page intentionally left blank.

**APPENDIX B (of Sample contract)**

**SERVICE AND BUDGET DESCRIPTION**

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

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

\_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Contact Persons name: \_\_\_\_\_

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

6. Source of Contract Funding:

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

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

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

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

## **Appendix G**

*Monthly Usage Report  
And  
Subcontracting (2<sup>nd</sup> Tier) Quarterly Report*





**APPENDIX H**  
**SUPPLIER DIVERSITY INFORMATION**

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

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

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

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

Definitions

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

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

**Minority Business Enterprise (MBE):**

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

**Corporation:**

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

**Partnership:**

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

**Individual:**

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

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