

STATE OF DELAWARE



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

REQUEST FOR PROPOSAL NO. HSS -14-057

FOR

REPLACING REPAIRING HEATERS AND CONSERVING ENERGY (RRHACE)

FOR

The Division of State Service Centers  
Office of Community Services  
Charles Debnam Building  
1901 North DuPont Highway  
New Castle, DE 19720

Deposit	Waived
Performance Bond	Waived

**Date Due: January 19<sup>th</sup> , 2015  
11:00 A.M. LOCAL TIME**

**A pre-bid meeting will be held on December 22, 2014 at 11:00 A. M.** at Main Administration Building, First Floor Conference Room 198, Herman M. Holloway, Sr. Campus, 1901 N. DuPont Highway, New Castle, DE 19720. This is an opportunity for face to face discussion with state personnel responsible for managing the contract(s) resulting from this solicitation. Bidders should RSVP by calling (302) 255-9290.

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REQUEST FOR PROPOSAL # HSS-14-057

Sealed Proposals for Replacing Repairing Heaters and Conserving Energy (RRHACE) for the Division of State Service Centers, Office of Community Services 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 January 19, 2015 at 11:00 AM. At which time the proposals will be opened and recorded.

A pre-bid meeting will be held on December 22, 2014 at 11:00AM at the Main Administration Building, First Floor Conference Room 198, Herman M. Holloway, Sr. Campus, 1901 N. DuPont Highway, New Castle, DE 19720. For further information please call 302-255-9290.

Bidders should RSVP by calling (302) 255-9290.

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

Obtaining Copies of the RFP

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

Public Notice

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

NOTIFICATION TO BIDDERS

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

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

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS-14-057 NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

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

**IMPORTANT: DELIVERY INSTRUCTIONS**

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

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

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

### **Organizations Ineligible to Bid**

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

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FOR  
DELAWARE HEALTH AND SOCIAL SERVICES  
THE DIVISION OF STATE SERVICE CENTERS

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Replacing Repairing Heaters and Conserving Energy (RRHACE). Contract renewal is possible for up to four (4) additional years (at Department discretion) contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be held. The meeting will be on **December 22, 2014 at 11:00AM** at the following location.

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

Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Answers to questions will be posted to the bids.delaware.gov site by December 29, 2014.

Further Information

Inquiries regarding this RFP should be addressed to:

Robert Broesler  
Social Services Senior Administrator  
E-mail Address: Robert.Broesler@state.de.us  
Phone: (302) 255-9875

Restrictions on Communications with State Staff

From the issue date of this RFP until a selected vendor is selected and the selection is announced, bidders are NOT allowed to contact any Division State Service Center staff, except those specified in this RFP, regarding this procurement. Contact between selected vendors and Robert Broesler is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by **December 15, 2014** and will be addressed at the pre-bid meeting. . The complete list of questions and their answers will be posted by December 29, 2014, on the internet at <http://bids.delaware.gov>

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

### Contact with State Employees

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

REQUEST FOR PROPOSAL FOR  
REPLACING REPAIRING HEATERS AND CONSERVING ENERGY (RRHACE)  
FOR  
THE DIVISION OF STATE SERVICE CENTERS

**I. INTRODUCTION**

**A. Background**

The Delaware Department of Health and Social Services (DHSS) is an umbrella agency that is responsible for most of the State's health and social related services. Included in its many divisions is the Division of State Service Centers (DSSC) that is officially designated as the administrator of the State's Low-Income Home Energy Assistance Program (LIHEAP). This administrative responsibility is discharged at the operational level through the Office of Community Services (OCS) in DSSC. DHSS is the issuing agency for this RFP.

The mission of DSSC is to alleviate crisis, improve the standard of living, develop self-sufficiency, provide volunteer and community service opportunities, address the causes and conditions of poverty, and provide universal access to information and referral for appropriate services for Delawareans.

OCS provides a range of services to low-income Delawareans. These services are targeted and designed to allow individuals and families to develop the capacity to improve their standard of living and become more self-sufficient. OCS is the administering state agency for the following Federal programs: LIHEAP; Regional Greenhouse Gas Initiative (RGGI); Community Services Block Grant; and the Access and Visitation Program. OCS also administers State funds for Emergency and Transitional Housing operations and Community Food and Nutrition programs. All services are provided on a contractual basis with non-profit, community based agencies.

LIHEAP is a federally funded program designed to help low-income household's pay home heating and cooling costs and to assist households by lowering energy burden. In accordance with the Delaware LIHEAP state plan, households qualify for LIHEAP services if their incomes are at or below 200% of the federal poverty level. LIHEAP contractual services include fuel assistance, crisis assistance, summer electric assistance, and installation of air conditioners. A percentage of LIHEAP funds are also designated for the Weatherization Assistance Program managed by the Delaware Department of Natural Resources and Environment Controls.

Additional funding for LIHEAP related services is provided through the Regional Greenhouse Gas Initiative (RGGI). These state funds are directed through Title 7, chapter 60 subchapter II, § 6046 subsection C, (2) as follows:

*A total of 15% of the CO<sub>2</sub> allowance proceeds shall be directed to low-income consumers, of which 5% shall be directed to the federally funded and state-administered fuel assistance (Low Income Home Energy Assistance Program or LIHEAP) programs administered by the*

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*Division for State Service Centers in the Delaware Department of Health and Social Services.*

### B. Project Goals

The Delaware Department of Health and Social Services, Division of State Service Centers, Office of Community Services (The Department) is soliciting proposals from Community Action Agencies, non-profit organizations, public or private entities or local units of government, in Delaware, that can manage the provision of emergency and standard repair and/or replacement of heating systems, installation of energy conservation materials and the provision of energy conservation education.

The selected vendor(s) will work closely with the Department and the Office of Family Support Services (FSS), a unit of DSSC, to provide services. FSS will identify, interview and determine the eligibility of all customers. FSS will determine the urgency of any household need and then refer households to the selected vendor(s) for assessment, intervention and evaluation of all services.

The funding that is available through this RFP is a combination of RGGI and LIHEAP block grant funds. These funds are to be used in compliance with LIHEAP assurances, policies and procedures, and the contract developed between the selected vendor(s) and the Department.

The initial grant will include Training and Technical Assistance. In the first year, these funds will be used for funding a research component to develop sound evidence-based practices. In addition, they will be available for the development or purchase (if necessary) of software capable of facilitating an effective and efficient recording of the research data. Any such purchase or development will require review and approval of the state. In the second and third years of funding, for those qualifying agencies, these funds will be available for funding the research component .

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

## II. SCOPE OF SERVICES

### A. Replacing Repairing Heaters and Conserving Energy (RRHACE)

The selected vendor(s) will manage the provision of furnace repair, replacement and energy conservation installs and energy conservation training in both regular and crisis situations in order to help eligible low-income households meet home energy costs for their primary residence. RRHACE programs must include services that will enable participants to become or move toward becoming self-sufficient, including assisting participants in budgeting for and

contributing to their ability to provide for energy expenses, and assisting participants in optimizing their home energy efficiency.

Applicants must demonstrate a proven record in energy assistance and education to low-income residents, an administrative structure that can handle additional distribution activities, and possess the ability to coordinate the provision of energy assistance with other service providers. The selection process will accord with the 16 statutory assurances of LIHEAP, particularly LIHEAP §2605 (b) 6.

Pursuant to this RFP, and within the proposal, any bidding organization must include in its proposal a detailed description and organizational plan describing how the RRHACE program will be carried out. Organizations are encouraged to present an ideal model scenario for how this work is to be accomplished and may base their proposal on the planned hiring of staff and procurement of necessary items in order to carry out what the organization would consider an ideal business model for the administration of the local energy conservation work.

## **B. Objectives**

1. Ensure the program is customer friendly, providing all services in a manner which does not overburden the customers and which is consistently sensitive to their needs, convenience and unique circumstances;
    - a. Provide the screening process used to ensure the safety of customers, i.e. background checks or other investigatory processes that are in place.
    - b. Provide a copy of agency's code of ethics and fraud prevention policies;
  2. Work cooperatively with the Office of Family Support Services (FSS) DSSC, receiving referrals and providing documentation of the work completed at each household;
  3. Accept approved applications or contact information from FSS representatives, via fax, email, or online, whichever is most efficient;
  4. Describe how the agency will serve all eligible households that meet criteria for Crisis Assistance within existing and available funding.
  5. Provide a professional assessment of the needs of each household referred from FSS;
  6. Provide agency's due process for resolving client complaints and appeals in accordance with LIHEAP assurances. It is expected that the selected vendor(s) will respond to and resolve complaints, as soon as possible, not to exceed 7-10 business days;
  7. Select Furnace Repair And Replacement Sub-contractors;
- C.** Conduct a Request For Bid (RFB) to determine subcontractors who will provide furnace repair and replacement throughout the county or counties of Delaware for which the selected vendor(s) is responsible. The Respondent has the responsibility to ensure that services are delivered by such companies in a cost-effective, accountable

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manner, and in accordance with the process outlined in Appendix G. This process must be approved by the department.

- D.** The evaluation committee membership shall consist of a minimum of 60% who have **no direct association** with the selected vendors, through employment, board activity, partnership, affiliation or any meaningful relationship.
  - E.** Select subcontractors that have the ability to repair/replace all heating systems such as: forced air natural gas furnaces, propane furnaces, wood stoves and related burning devices, boilers, electric heating, heat pumps, etc. and will be able to service such systems in a variety of housing types including manufactured homes.
  - F.** The proposed subcontractors must be approved by the Department.
8. Select subcontractor(s) that are bilingual or have language interpretation services available to assist customers.
9. Select Energy Conservation Install And Education Sub-Contractors;
- a. Conduct a request for proposal to determine subcontractors who will provide energy conservation installs and education throughout the county or counties of Delaware for which the selected vendor(s) is responsible.
  - b. The Respondent has the responsibility to ensure that energy conservation services are delivered by such companies in a cost-effective, accountable manner, in eligible units occupied by low-income families.
  - c. The selected vendor(s) may choose to provide through their staff energy conservation installs and education provided they can show the expertise and the cost for said services compared to using sub-contractors.
10. Implement RRHACE Program;
- a. Assign households needing assistance to the appropriate subcontractors in the household's area. The subcontractors will then check the primary heating source and provide an estimate to the vendor(s) for approval.
  - b. Upon approval, subcontractors will either repair or replace the heating unit.
  - c. The subcontractors will follow all local building code requirements when repairing or replacing a heating system. This includes but is not limited to obtaining permits and/or final inspections.

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- d.** Subcontractors will provide an invoice for services to the selected vendor(s) for payment.
  
- 11.** Provide Energy Conservation analysis and installation;
  - a.** Provide, through sub-contractor or by selected vendor(s), an analysis of the energy conservation opportunities in each household.
  
  - b.** Conduct, for crisis homes, an energy conservation analysis within two weeks of crisis ending.
  
  - c.** Include air sealing, attic insulation, aerators, CFL light bulbs, door seals and other low cost/no cost energy savings.
  
  - d.** Provide energy conservation training for all customers
  
- 12.** Provide additional interventions that assist with self-sufficiency and energy conservation;
  - a.** Provide financial training and coaching through collaboration with established nonprofit and governmental agencies. The program Stand by Me must be considered as the provider of such services unless, the provider can show substantive reason to choose another provider.
  
  - b.** Coordinate the proposed project with other agencies that provide energy assistance, weatherization, and education focused on reducing energy consumption.
  
- 13.** Assess for Quality Assurance;
  - a.** Work with the client to do pre and post installation energy usage analysis.
  
  - b.** Promote the discovery of innovative, cost-efficient, evidence-based methods for providing furnace repair, replacement and energy conservation installs and education to low-income households referred by the Department.
  
  - c.** Establish and implement quality control measures to ensure funds are used for the intended purpose.

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- d. Objectively evaluate the success of the program through the determination of outcome measures and outcome inputs through the use of logic models or a similar system.
  - e. Evaluate the effectiveness of each year's Crisis Assistance and make recommendation quarterly for future improvements.
14. Comply with all monitoring and reporting requirements.
- a. Subcontractors will submit detailed invoices to the selected vendor(s).
  - b. Selected vendor(s) determine if all charges are fair and reasonable before approving payment.
  - c. Submit monthly invoices to the Department detailing the activities and costs for each month for reimbursement.
  - d. Attend and participate in all meetings requested by the Department to review any changes in policy or rules of RRHACE program.

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

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

Contract term is one (1) year with the possibility of renewal for up to four (4) additional years contingent on funding and satisfactory performance.

#### **B. Subcontractors**

The use of subcontractors **will be** permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with a defined process for selecting and evaluating the performance of subcontractors, the service(s) to be provided, and its qualifications to provide such service(s). Appendix G is a template that can be used for soliciting Subcontractors.

Subcontractors will be held to the same requirements as the primary selected vendor(s). The contract with the primary selected vendor(s) will bind sub or co-selected vendors to the primary selected vendor(s) by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-selected vendor, so that the sub or co-selected vendor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co- selected vendor and the agency.

**The proposed subcontractors must be approved by the Department.**

**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:

1. Reject any and all proposals received in response to this RFP;
2. Select a proposal other than the one with the lowest cost;
3. Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
4. Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
5. 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(s) 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:

1. by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
2. by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Selected vendor services,

3. 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 will be monitored/evaluated on-site on a regular basis. Failure of the selected vendor(s) 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.

Monitoring of the contracting agency will include 5% of installed furnaces.

**G. Payment:**

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The selected vendor or vendor must accept full payment

by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

**H. W-9 Information Submission**

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

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

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

**I. REQUIRED REPORTING**

Usage Report

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.

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A complete and accurate Usage Report (Attachment 1) (if applicable ) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to the Department of Health and Social Services, Division of State Service Centers, Office of Community Services. 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 subcontractors (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 Attachment 2.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at [vendorusage@state.de.us](mailto:vendorusage@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.

### Program Performance Reports

**Interim Project Status Reports.** The selected vendor(s) must submit Interim Project Status Reports no later than 120, 210, 280 and 370 days after initiation of the program.. The reports should reflect the budget workbook found through the State of Delaware Procurement Website at <http://bids.delaware.gov> and the Excel file entitled Project Status Reports also found through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

**Final Project Report.** The selected vendor(s) must submit a draft of the Year 1 final project report by 30 days after the completion of the first year of work After the Grant Administrator has determined the completeness and factual accuracy of the report, the selected applicant shall submit a final copy of the report to the Grant Administrator. The final project report shall include an annual tabulation of the interim reports and the following information at a minimum:

1. Explain how the program has reduced the energy burden of participating

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low-include households; include success metrics.

2. Explain how the program has reduced the size of the energy subsidy per household; include success metrics.
3. Explain how the program has assisted participating low-income households pay utility bills on time; include success metrics.
4. Explain the return on investment projections for each household.

If a required report's due date falls on a weekend or holiday, the report may be delivered the following business day.

#### **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: January 19, 2015, at 11:00AM EST**).

##### **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. Organizational Chart

**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 selected vendor(s) will preferably be a Community Action Agency (CAA) or other non-profit entity that has the capacity to administer social service programs in the state of Delaware.

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.

The Department expects that the ideal and most cost-effective project team will include:

1. Expert staff capable to perform furnace assessments act as the technical expert and serve as the final inspectors of completed work.
2. Financial Management Staff, which includes an individual(s) responsible for Invoice Development and Tracking as well as managing the contract budget and reporting.
3. Administrative Staff that will help schedule services with subcontractors and customers, manage case files, and support interagency communications particularly with the Department and FSS

Subcontractors are expected to be used for this project. The proposal should contain the defined process for selecting and evaluating the performance of subcontractors, the service(s) to be provided, and the qualifications to provide such service(s).

**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

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various tasks must be shown. The work plan shall outline specific objectives, activities and strategies, and resources.

Applicants must describe projects completed within the last five (5) years relevant to the type, size, and scope of this project. Applicants must provide examples which:

1. Describe the agency's experience in providing the type of furnace repair and/or replacement services described above;
2. Demonstrate the Agency's ability to manage a Crisis Assistance program;
3. Describe the company's techniques for responding to customers in a quick, informative and courteous manner;
4. Demonstrate knowledge of and experience in dealing with energy assistance and/or weatherization programs; and
5. Describe experience working with state and local government agencies, and non-profit agencies.

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

### **VI. BUDGET**

Applicants will submit a line item budget, for each contract, using the Budget Workbook (Appendix A) will be posted on the internet, in an accessible Microsoft Excel format by 12/04/14, at <http://bids.delaware.gov>. Please note that there are multiple worksheets attached to this Budget Workbook.

Instructions on completing the Budget Workbook correctly will be posted on the internet, BY 12/04/14 (Appendix B), at <http://bids.delaware.gov>. This Budget Workbook is used for various programs within the Division of State Service Centers.

Modifications to the budget after the award must be approved by the Division of State Service

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

## VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### A. Number of Copies Required

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

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

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

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

The responses to this RFP shall be submitted to:

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

### B. Closing Date

All responses must be received no later than **January 19, 2015 @ 11:00am PM EST**. 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

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unopened proposals will be returned to Vendors.

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 First term of the contract . The State of Delaware reserves the right to ask for an extension of time if needed.

E. Acknowledgement of Understanding of Terms

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

F. Realistic Proposals

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

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

G. Non-Conforming Proposals

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

H. Notification of Acceptance

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

I. Questions

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

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Robert Broesler

Social Services Senior Administrator Email:

Robert.Broesler@state.de.us

Fax: 302-255-4463

Deadline for submission of all questions is **December 15, 2014@ 4:30 PM EST**. Written responses will be posted to bids.delaware.gov by **December 29, 2014@ 4:30 PM EST**.

J. Amendments to Proposals

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

K. Proposals Become State Property

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

L. Non-Interference Clause

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

M. Investigation of Bidder's Qualifications

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

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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 3 year(s) 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:

<u>Activity</u>	<u>Date</u>
RFP Advertisement	December 4, 2014
Submission of Questions	December 15, 2014, @ <b>4:30 PM EST</b>
Pre-bid Meeting	December 22, 2014, @ <b>11:00am</b>
Response to Questions	December 29, 2014, @ <b>4:30 PM EST</b>
Bid Opening	January 19, 2015 (tentative)
Selection Process	January 20, 2015 (tentative)
Vendor Selection and Notification of Award	January 30, 2015 (tentative)
Project Begins	February 15, 2015(tentative)

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. 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.

If a bidder wishes to access documents pertaining to this RFP under the Freedom of Information Act (FOIA) please contact [JAY.LYNCH@STATE.DE.US](mailto:JAY.LYNCH@STATE.DE.US) with the specific details of your request. This request can be made at any time but please note Debriefing and FOIA requests will be scheduled for response after the RFP process is completed in entirety.

**VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of Division of State Service Centers, 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 second maximum of 100 points is possible.

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Category	Weight
Meets mandatory RFP provisions	Pass/F
ail CD’s properly submitted Forms properly submitted	
1. Qualifications of vendor	25
a. Administrative Oversight	
b. Past experience in successfully operating quality programs of a similar type and with a similar population	
c. Quality Assurance details	
d. Available resources	
2. Methodology Proposed	60
a. Services proposed fit needs as expressed in RFP	
b. Proposed activities follow a logical sequence	
c. Adequacy of work plan and timeline schedules	
d. Fulfill all Objectives identified in Section II, Scope of Services	
e. The degree to which the bidder demonstrates the ability to determine, supervise, and direct subcontractors	
3. Evaluation of the proposed costs as they relate to the proposed service delivery.	15
<hr/>	
Total:	100

Upon selection of a vendor, a representative of Division of State Service Centers 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;

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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 selected vendor;

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 selected vendor, 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.

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APPENDIX A:

*BUDGET WORKSHEET*

Line item operating budget workbook will be available on the [www.bids.delaware.gov](http://www.bids.delaware.gov) website under HSS-14-057 by 11/25/14

APPENDIX B:

*BUDGET WORKBOOK INSTRUCTIONS*

*Budget Workbook instructions are available on the [www.bids.delaware.gov](http://www.bids.delaware.gov) website.*

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 selected vendor 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 selected vendor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other selected vendor or to any competitor; and
- i. No attempt has been made or will be made by the selected vendor 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 selected vendor) 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 selected vendor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

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- 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.

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- 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 selected vendor, 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*

## CONTRACT

### A)Introduction

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

### B) Administrative Requirements

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

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

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

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

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

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.

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

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

To the Department at:

To the Contractor at:

15. 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.

16. This Contract shall not be altered, changed, modified, or amended except by written consent of all Parties to the Contract.
17. 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 Delaware of Contractor's request to subcontract or acceptance of or payment for subcontracted work by Delaware 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.

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

- Appendix A– Divisional Requirements
- Appendix B –Contract Budget
- Appendix C- Service Description (Scope of Services)
- DHSS Request for Proposal (RFP) # HSS-XX-XXX *(if applicable)*
- 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
- 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- Contract Budget (*use only if #2 and #3 above are not necessary or do not contain a budget*)
- 6) Appendix C- Service Description (Scope of Services) (*use only if #2 and #3 above are not necessary*)

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.

19. 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.

20. 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.
21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

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. The Contractor must maintain documentation of staff training on PM46.
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.

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:

For the Department:

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

CONTRACT APPENDIX A  
DIVISIONAL 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.

## APPENDIX G

### *Sub-Contractor Expectations*

## Required Attributes of HVAC and Furnace Repair/Replacement Subcontractors

1. A contract will be generated for a term of one year, with an option to renew for four (4) additional years. Prices for services will be frozen for a period of three years at amounts proposed and agreed to in said contracts for the term of the contracts. Exceptions will be noted.
2. The contract generated by this RFP may be cancelled noncompliance with specifications, inability to perform the contracting requirements of selected vendor or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to selected vendor other than for work authorized and completed at the time of termination.
3. The contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. Owner may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the case of this problem is faulty work, the Contractor shall repair such problem fully at Contractor's own expense. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at the Contractor's expense. Contractor will repair damage to the site which is caused by the contractor. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent.
4. Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whole acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.
5. Every effort must be taken to insure the safety and security of the residents of and their properties.
6. Contractor agrees that if keys to buildings are misplaced, lost or stolen, the Contractor will absorb all costs incurred to correct the situation. Work will be completed by ABC maintenance staff or contracted and billed to Contractor.

## HSS-14-057: Replacing , Repairing Heaters and Conserving Energy (RRHACE)

7. Contractor will disclose to the Managing Agent if anyone working for the contractor is related to an employee of ABC prior to signing this contract.
8. Insurance Requirements. Contractor shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance as provided by Delaware law. Certificate of insurance for Worker's Compensation and for liability shall be delivered to ABC or kept on file at ABC prior to start of contract. Any policy change shall be reported to ABC and certificate forwarded to ABC. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any ABC insurance policy. All copies of proof of insurance will be submitted to ABC along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the ABC offices.

### Specifications for Furnace Installation.

1. Contractor must have State of Delaware Contractor License.
2. Contractor must be licensed to repair residential and commercial hot water heating systems, forced air heating systems, domestic hot water systems, evaporative coolers, ventilation, and air conditioning systems.
3. Contractor must be available for after hours, weekend, and emergency calls for service. In proposal, please describe after hours service program.
4. All installations require permits and inspections paid for and coordinated by the contractor.
5. Replacement to include any and all revisions to existing ducting, electrical, gas and flue piping as necessary to accommodate new furnace installation. This includes but is not limited to installing combustion air and related ducting.
6. All installations require permits and inspections paid for and coordinated by the contractor. Installations shall conform to current state of Delaware codes.





Attachment 2

*Definitions*

## HSS-14-057: Replacing , Repairing Heaters and Conserving Energy (RRHACE)

The following definitions are from the State Office of Supplier Diversity

Vendors wishing more information on Supplier Diversity programs may do so at:

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

### Definitions

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

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

#### Minority Business Enterprise (MBE):

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

#### Corporation:

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

#### Partnership:

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

#### Individual:

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-7086