

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
LIHEAP Summer Cooling Assistance Program
Air Conditioning Component
ISSUED BY
The Department of Health and Social Services
Division of State Service Centers
RFP Number HSS-15-027

I. OVERVIEW

A. The State of Delaware **Department of Health and Social Services (DHSS), Division of State Service Centers (DSSC), Office of Community Services (OCS)**, seeks **community-based non-profit entity** to administer and manage Low-Income Home Energy Assistance Program (LIHEAP), Summer Cooling Assistance Program (SCAP), Air Conditioning Component. This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ [6981 and 6982](#).

B. Timetable

The proposed schedule of events subject to RFP is outlined below:

Activity	Schedule
Public Notice	April 2, 2015
Deadline for Questions	April 13, 2015
Pre-Bid Meeting	April 15, 2015 at 10:00 A.M. EDT
Response to Questions Posted by	April 21, 2015 at 04:30 P.M. EDT
Deadline for Receipt of Proposals	May 12, 2015 at 11:00 A.M. EDT
Estimated Notification of Award	June 1, 2015
Project Begins	October 1, 2015

C. No Proposal Reply Form

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) in the **No Proposal Reply Form (Attachment 1)** and return it in a clearly marked envelope displaying the **RFP Number HSS-15-027**.

D. Transmittal/Cover Letter

Each proposal must be accompanied by a **Transmittal/Cover Letter** which briefly summarizes the proposing firm's interest in providing the required professional services. Transmittal/Cover Letter shall be in the form of standard business letter on official business letterhead and an individual authorized to legally bind the bidder shall sign it. It must be submitted in hard copy format with original signatures.

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Transmittal/Cover Letter shall include in minimum:

1. Bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>) relative to this RFP;
2. A statement confirming the proposal remains effective through **September 30, 2016**;
3. A statement confirming pricing was arrived at without collusion;
4. A statement that bidder will comply with all terms and conditions in this RFP, except as to modifications mutually agreed upon by the contractor and Department;
5. A clear statement and justification to any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on **Attachment 3**). The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements;
6. An Attestation to the fact that no activity related to this proposal contract will take place outside of the United States.

E. Non-Mandatory Pre-bid Meeting

A **pre-bid meeting** will be held on **April 15, 2015 @ 10:00 A.M. EDT** at the Delaware Health & Social Services, Herman M. Holloway Sr. Campus, Main Administration Building, Sullivan Street, First Floor Conference Room # **301**, 1901 N. DuPont Highway, New Castle, DE. 19720.

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

Bidder may ask clarifying questions regarding this RFP at the bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

To better ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to 2 individuals. **Bidders should RSVP by calling (302) 255-9290.**

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in **Section IV.B.14.a** of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

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II. SCOPE OF SERVICE

A. Introduction

This is a Request for Proposal (RFP) for Low-Income Home Energy Assistance Program (LIHEAP), Summer Cooling Assistance Program (SCAP), Air Conditioning (A/C) Component issued by Delaware Department of Health and Social Services (henceforth referred to as "The Department"), Division of State Service Centers (henceforth referred to as "The Division"), Office of Community Services (henceforth referred to as "The Office").

The Delaware Department of Health and Social Services (DHSS) is the largest state agency with a wide range of public services. The Department includes 12 divisions, which provide services in the areas of low-income home energy assistance, public health, social services, substance abuse and mental health, child support, developmental disabilities, long-term care, visual impairment, aging and adults with developmental disabilities, and Medicaid and medical assistance. The Department includes four long-term care facilities and the state's only psychiatric hospital, the Delaware Psychiatric Center. The Department's mission is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. In carrying out that mission, the services provided through DHSS touch almost every Delawarean every single day.

The Division of State Service Centers' (DSSC) mission is to alleviate crisis, improve the standard of living, develop self-sufficiency, provide volunteer and community service opportunities, address the cause and conditions of poverty, and provide access to information and referrals to appropriate services. In order to accomplish its mission and objectives, the Division administers a number of programs and services, as well as a statewide network of fifteen safe, secure, well-maintained and efficiently operated State Service Centers. There are more than 160 programs and services delivered through the State Service Centers. The Division's programs include services for individuals and families, services and support for communities, emergency services, and volunteer opportunities.

The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow Delaware residents to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homelessness prevention, and an array of support services to assist in creating more stable families and communities. The Office is the administering state agency for the LIHEAP, Community Services Block Grant (CSBG), a portion of the Regional Greenhouse Gas Initiative (RGGI) Funds, emergency and transitional housing operations, food distribution, and taxpayer contributions to the Emergency Housing Assistance Fund (EHAF). All OCS services are provided contractually through private, non-profit, and community based organizations.

Additional information about the Division and its services in Delaware may be found on the Division's website at www.dhss.delaware.gov/dssc.

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B. Background

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program designed to provide outreach activities and assistance to low-income households with energy costs associated with heating and cooling in residential dwellings, particularly those with the lowest incomes that pay a high portion of household income for home energy. In Delaware the current maximum allowed household income for eligibility is two hundred percent (200%) of the poverty guideline, which is issued annually in the Federal Register by the U.S. Department of Health and Human Services (HHS). Delaware can utilize an income ceiling of two hundred percent (200%) of the poverty guideline as long as this amount will not exceed sixty percent (60%) of the State Median Household Income.

Under the Low-Income Home Energy Assistance Act of 1981 Congress appropriates funds for LIHEAP each federal fiscal year according to the allocation formula. It is administered through grantees consisting of the states, territories, and tribal organizations, which in turn deliver LIHEAP services directly or through community-based non-profit agencies. The Office of Community Services implements the LIHEAP through the Delaware Energy Assistance Program (DEAP) on a contractual basis with prime contractors. DEAP components include: Fuel Assistance Program (FAP), Crisis Intervention Program (CIP), Summer Cooling Assistance Program (SCAP), Weatherization Assistance Program (WAP), and Assurance 16 Activities. The weatherization portion of the LIHEAP is administered by the Delaware Department of Natural Resources and Environmental Control (DNREC) under OCS oversight.

Currently FAP is the principal component of DEAP. FAP provides home heating assistance for eligible households by mitigating their energy burden during the winter season. SCAP is an auxiliary component of DEAP and therefore highly reliant on the availability of funds, which can greatly fluctuate from one year to another depending on the severity of atmospheric conditions during the winter season. SCAP includes two components: Electricity (SCAP Electric) and Air Conditioning (SCAP A/C). SCAP provides cooling assistance to eligible low-income households to reduce their energy burden by subsidizing the cost of their summer home energy bills and/or paying for the purchase, delivery and installation of room-sized air conditioners (A/C). The purpose of SCAP A/C is to assist low-income households that are especially vulnerable to high temperatures, heat, and humidity with the purchase, delivery, and installation of room sized air conditioners. SCAP A/C is targeted to households with elderly, disabled, children 5 and under, and members that suffer from chronic breathing conditions, such as asthma or chronic obstructive pulmonary diseases (chronic bronchitis or emphysema). There can be exceptions to the targeted households depending on the availability of funding.

C. Project Goals

The Division is requesting a **community-based non-profit entity** to provide **statewide LIHEAP SCAP A/C** for eligible Delawareans for the period **October 1, 2015 through September 30, 2016**. The Division is seeking to fund an agency that is programmatically sound, fiscally responsible, and possesses strong performance records.

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1. The OCS has developed a **Statement of Work (SOW) for LIHEAP SCAP A/C** that is included in **Appendix A**. The SOW defines the scope of work for this service, applicable documents, requirements, monitoring methods and other relevant information. These specifications will provide important guidelines for the development of your proposal. Please read them carefully.

In developing your proposal, you will be expected to explain the following:

- a. How you will deliver the services according to the SOW;
- b. What is the qualification of your staff;
- c. How you allocate your budget.

It is expected that the Work Plan, staff qualifications and budget will be consistent with the SOW outlined in **Appendix A**.

Instructions for completing these and other components of the proposal are provided in the **Required Information (Section III)** of this RFP.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

Failure to submit all fifteen (15) requirements under Section 1: Transmittal/Cover Letter and Required Documents may be grounds for immediate rejection of the proposal.

In the proposal this section should be labeled “Section 1: Transmittal/Cover Letter and Required Documents.”

1. **Title Page** [*In Hard Copy Format*]. The Title Page shall include:
 - a. The RFP number;
 - b. The RFP subject;
 - c. The name of the applicant;
 - d. The applicant's full address;
 - e. The applicant's telephone number;
 - f. The name and title of the designated contact person;
 - g. The bid opening date (**due date: May 12, 2015 at 11:00 A.M. EDT**).
2. **Bidder's Signature Form** [*In Hard Copy Format*] (**Attachment 12**). Must have original signatures.
3. **Transmittal/Cover Letter** [*In Hard Copy Format*]. Must have original signatures.
4. **Proposal Response Table of Contents** [*In Hard Copy Format*] (Sample Table of Contents – **Attachment 15**).

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5. **Statement of Compliance Form** [*In Hard Copy Format*] (**Attachment 14**). Must have original signatures.
6. **Certification Sheet** [*In Hard Copy Format*] (**Attachment 13**). Must have original signatures.
7. **Proof of Agency's 501 (c) (3) Status as a Non-Profit** and/or certification(s) necessary to perform services identified in the SOW.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of documents or initiate the process of application where required.

8. **Non-Collusion Statement** [*In Hard Copy Format*] (**Attachment 2**). Must have original signatures and notary mark.
9. **Exception Form** (**Attachment 3**). Please check box if no exception information.
10. **Confidential Information Form** [*In Hard Copy Format*] (**Attachment 4**). Please check box if no information is deemed confidential.
11. **Business References** (**Attachment 5**). Applicants must complete both Attachments, 5A and 5B.
 - a. **Business References** (**Attachment 5A**). Please provide three references other than State of Delaware contacts and who will receive no financial gain and are not members of the agency's board.
 - b. **Past and Present Performance Questionnaire (PPQ)** (**Attachment 5B**). The applicant must:
 - 1) Complete the PPQ Cover Letter and Sections A and B of the PPQ for each Business Reference listed in the Attachment 5A.
 - 2) Send copies to the PPQ respondents identified in the Attachment 5A before bid opening date May 12, 2015. It is the responsibility of the applicant to follow up with the respondents specified in Attachment 5A and ensure that DSSC/OCS receives the completed PPQs no later than bid opening date May 12, 2015.

The Applicant shall include Attachment 5A with its proposal; however, the PPQ respondent will send the completed questionnaire directly to the person identified in the PPQ Cover Letter.

12. **Subcontractor Information Form** [*In Hard Copy Format*] (**Attachment 6**). Please check box if not expecting to utilize subcontractors. Otherwise, submit completed and signed copy of the Subcontractor Information Form for each subcontractor. Must have original signatures.
13. **Employing Delawareans Report** (**Attachment 9**).
14. **Office of Supplier Diversity Certification Application** (**Attachment 10**). Only provide if applicable. Please check box if no application submitted.

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- 15. List of Contracts with State of Delaware (Attachment 11).** Please check box if no contracts have been awarded by the State of Delaware during the last three years. Otherwise, list all the contracts awarded to the agency or its predecessor firm(s) by the State of Delaware during the last three years. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

B. General Evaluation Requirements

Failure to submit all three (3) requirements under this section will be grounds for immediate rejection of the proposal.

In the proposal this section should be labeled "Section 2: Technical Proposal."

1. Corporate Qualifications

The following areas must be addressed:

- a. Describe the organization's expertise in area of the proposed scope of services and experience in operating any similar projects. A summary of similar current and completed projects should be included;
- b. Business References and PPQ (**Attachment 5**);
- c. Provide evidence that organization has the capability to administer all financial and programmatic aspects of this program; for example, federal, state, local government oversight reports and audits.
 - 1) If agency has current or previous contracts with the State of Delaware (**Attachment 11**), 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.
 - 2) Agency must provide a copy of the last independent A-133 audit, if it is required to conduct A-133 audit according to the federal requirements (non-federal organizations that expend \$300,000, \$500,000 for fiscal years ending after December 31, 2003, or more in a year in federal funds). If your A-133 audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings.

2. Work Plan

This section must explain your approach for operating a program, which meets the Statement of Work requirements. At a minimum, the Work Plan description must provide information that describes how you will meet the criteria for each of the following areas:

- a. Service Area (**failure to provide services statewide will be grounds for immediate rejection of the bid**);
- b. Service Locations (address, available space, accessibility and hours/days of operation);

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- c. Describe how you plan to meet all the requirements listed in the SOW section 3.0 and submit SCAP Cost Sheet (available in the **SOW Appendix B**);
- d. Describe agency's internal program evaluation and monitoring process;
- e. Describe the way volunteers are utilized in the program;
- f. Include the most current emergency preparedness plan.

Proposals will be evaluated by the soundness of the bidder's proposed approach to operating the program. Emphasis will be given to the comprehensiveness of the bidder's understanding of the tasks to be completed and the methodologies to be used.

3. Project Staffing and Organization

The following areas must be addressed:

- a. Provide two Organizational Charts showing the line of authority, one Agency specific and one Program specific. Include the roster of the Agency's Board of Directors and/or Board of Trustees;
- b. Identify the number and type of staff involved in the project, including identification of the bidder's project manager and summarize staff qualifications related to specific requirements of this project;
- c. Include résumés of all the professional staff whose salaries will be paid by program funds. Usually these are the staff members whose salaries are fifty to hundred percent paid by program funds and the professional positions that are mandatory for receiving the program funds. Please redact private identifies such as home addresses, home phones, and social security numbers;
- d. Include all job descriptions for all project staff. Descriptions must include the hours the staff person works each week, the number of hours assigned to this program and the educational standards and certificates the job requires;
- e. Include the list and hours of all the estimated annual training for the project staff. Separate mandatory training from the voluntary training.

C. Budget Evaluation Requirements

Failure to submit Budget Workbook and SCAP Cost Sheet will be grounds for immediate rejection of the proposal.

In the proposal this section should be labeled "Section 3: Budget Proposal."

Applicants submit a line item budget by completing required **Budget Workbook (Appendix B)**. Budget Workbook in Microsoft Excel will be available to providers along with this RFP at <http://bids.delaware.gov>. Please note that there are multiple worksheets within this Workbook.

Complete the required Budget Workbook according to the **Budget Workbook Instructions** provided in **Appendix C**. Please note that there may be items listed in the instructions that are hidden in the actual Budget Workbook. This is because those items are not applicable to this RFP. The Budget Workbook is used for various programs within DSSC.

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Budget Proposal

Every effort should be made to supply a clear, concise, and accurate budget. It is important that the bidder provide any information that may help reviewers understand items in the budget. Some of the general topics that should be addressed include, but are not limited to:

1. Budget Narrative

The Budget Worksheet Supplement pages are intended to more fully explain items and costs associated with the budget that is completed for this project proposal. The following areas must be addressed:

- a. Justification for budgeted items based on projections and/or assumptions.
- b. Basis for the cost calculations and any rationale that serves to support the process used.
- c. Method of allocation for specific costs prorated to the program based on the agency's total budget;
- d. Factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.
- e. If agency previously had a similar contract with the State of Delaware, you must explain amount increases and decreases of the individual line items from the previous contract with the State on the Budget Worksheet Supplement.

2. SCAP Cost Sheet

The Budget must reflect SCAP Cost Sheet (**SOW Appendix B**) that was submitted with the Work Plan. SOW can be found in **Appendix A** of this RFP.

3. Administrative and Program Cost

The Budget must reflect LIHEAP guidelines for program and administrative costs:

- a. LIHEAP restricts administrative costs to no more than ten percent of the total budget. For the "administrative cost" definition please see **SOW sections 4.2.4**;
- b. For the "program cost" definition please see **SOW sections 4.2.5**.

The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the RFP. Modifications to the budget after the award must be approved by the Division of State Service Centers.

NOTE: A copy of the completed Budget Workbook must be included in a separate file named "Budget Proposal". The Budget must be submitted in the original EXCEL format.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 Del. C. [§6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. Paper copies of this RFP will not be available.

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3. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Häly Laasme-McQuilkin
Haly.Laasme-McQuilkin@state.de.us
Herman Holloway Campus, Charles Debnam Building
1901 N. Dupont Highway, New Castle, DE 19720

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

4. 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 the State's consultant or legal counsel on any matter related to the RFP.

5. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Communications with the designated contact are restricted to written questions concerning this proposal. 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.

6. 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.

7. Exclusions

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

- a. 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;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

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- d. Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. 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.

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. **Two (2) original CDs** (Each Labeled as "Original") and **six (6) CD copies** (Each labeled as "Copy"). Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

In addition, any required confidential 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 to** the minimum requirements documents specified as hard copies in the **section III.A.** because these must be submitted with original signatures.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 A.M. EDT on May 12, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kieran Mohammed
HSS-15-027
Department of Health and Social Services
Herman Holloway Campus
Main Administration Building
Second Floor, Room 257
1901 N DuPont Hwy, New Castle, DE 19720**

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Vendors are directed to clearly print “BID ENCLOSED” and “RFP NO. HSS-15-027” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **11:00 A.M. EDT on May 12, 2015**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **30 September 2016**. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals.

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8. 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.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner.

Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. 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.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq.](#) ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

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In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number.

The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one "prime vendor". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor.

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Payments to any subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under **Section IV.B.17** regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by the State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by the State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

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a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. Questions must be in writing and submitted electronically to:

Häly Laasme-McQuilkin
Haly.Laasme-McQuilkin@state.de.us

All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov. Deadline for submission of questions is **April 13, 2015**. Questions will be posted by **April 21, 2015 at 04:30 P.M. EDT**.

Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- 1) Section number
- 2) Paragraph number
- 3) Page number
- 4) Text of passage being questioned

15. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on **Attachment 3**. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

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C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of the Division of State Service Centers, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- a. Select for contract or for negotiations a proposal other than that with lowest costs;
- b. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP;
- c. Waive or modify any information, irregularity, or inconsistency in proposals received.
- d. Request modification to proposals from any or all vendors during the contract review and negotiation;
- e. Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time;
- f. Select more than one vendor pursuant to 29 *Del. C.* §[6986](#).

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1) Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria		Sub-factor Weight	Factor Weight
Section 1	Transmittal/Cover Letter and Required Documents: 15 requirements		Pass/Fail
Section 2	Technical Proposal: 3 sections		Pass/Fail
1	Corporate Qualifications		10%
1.a	Organization's expertise	3%	
1.b	PPQ ratings from the References ¹	3%	
1.c	Evidence of capability	4%	
2	Work Plan		55%
2.a	Service Area	Pass/Fail	
2.b	Service Locations	3%	
2.c	Meeting Requirements in SOW	44%	
2.d	Agency's internal quality assurance	3%	
2.e	Agency's utilization of volunteers	2%	
2.f	Agency's emergency preparedness plan	3%	
3	Project Staffing and Organization		5%
3.a	Organizational Charts and list of principal agents	0.5%	
3.b	Staff and qualifications	1%	
3.c	Résumés of professional staff	1%	
3.d	Job descriptions	2%	
3.e	Staff training	0.5%	
Section 3	Budget Proposal: Budget Workbook and SCAP Cost Sheet		Pass/Fail
	Budget Proposal		30%
1	Non-Cost Factors	5%	
2	SCAP Cost Sheet	5%	
3a	Administrative Cost	10%	
3b	Program Cost	10%	
Total			100%

¹ 1.b Each of the three Past and Present Performance Questionnaires will receive 1/3 of the weight for this sub-factor. Final score for the each PPQ will be the average of the submitted ratings that will be scored according to the following criteria:

Rating	Scores	Rating	Scores
Excellent	100	Q 22 Yes	50
Good	79	Q 22 No	100
Acceptable	59	Q 23 Yes	100
Neutral	50	Q 23 No	0
Marginal	39		
Unacceptable	10		

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2) Non-Cost Sub-Factor Rating Scheme

Non-cost sub-factors will be rated before weighing them. Ratings for the non-cost sub-factors will be combinations of assessment on how a proposal addresses the offeror's capability to perform the contractual requirements and the risk of successful performance associated with the proposal. The assessment will consider the evaluated strengths, weaknesses, and deficiencies reflected in the proposal according to the ratings scheme in the table below.

Rating	Scores	Description
Excellent	80-100	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Proposal contains <u>multiple significant strengths</u> and no more than <u>one weakness, which is not significant</u> . The strengths far outweigh the weakness and there are <u>no deficiencies</u> . Risk of unsuccessful performance is very low.
Good	60-79	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains <u>at least one significant strength</u> and the strengths outweigh any weaknesses. There are <u>no significant weaknesses and no deficiencies</u> . Risk of unsuccessful performance is low. Low risk means that negative event has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.
Acceptable	40-59	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and <u>weaknesses, which are not significant</u> , are offsetting or will have little or no impact on contract performance. There are <u>no deficiencies</u> . Risk of unsuccessful performance is no worse than moderate. Moderate risk means that negative event can potentially cause disruption of schedule, increased cost or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
Marginal	20-39	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has <u>significant weaknesses</u> . One or more weaknesses are not offset by strengths. Risk of unsuccessful performance is high. High risk means that negative event is likely to cause significant disruption of schedule, increased cost or degradation of performance. Is unlikely to overcome any difficulties, even with special contractor emphasis and close Government monitoring.
Unacceptable	0-19	Proposal does not meet requirements and contains <u>one or more deficiencies</u> . Proposal is non-awardable.

To attain as much consistency as possible in the rating process, the following definitions will be used:

TERM	DEFINITION
Significant Strength	An outstanding or exceptional aspect of the proposal that appreciably increases the Government's confidence in the offeror's ability to successfully perform contract requirements.
Strength	A significant outstanding or exceptional aspect of a proposal that exceeds the minimum evaluation standard.
Weakness	A flaw in the proposal that decreases the Government's confidence in the offeror's ability to successfully perform contract requirements.
Significant Weakness	A proposal flaw that appreciably increases the chance of unsuccessful performance.
Deficiency	An aspect of the proposal that fails to satisfy Government's minimum requirements or a combination of significant weaknesses in a proposal that raises the risk of unsuccessful contract performance to an unacceptable level.

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3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter [6904](#) (e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State/Department Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services/Divisional Director and in no way places any obligation upon the awarded vendor(s).

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3. General Information

- a. The term of the contract between the successful bidder and the State shall be for **one (1)** year with **four (4)** optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

4. Collusion or Fraud

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

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

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

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5. Lobbying and Gratuities

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

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

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

6. Solicitation of State Employees

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

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

7. General Contract Terms

a. Independent Contractors

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

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It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C. § 2502*.

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

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

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d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Häly Laasme-McQuilkin
Herman Holloway Campus, Charles Debnam Building
1901 N. Dupont Highway, New Castle, DE 19720**

e. Indemnification

1) General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2) Proprietary Rights Indemnification

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

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

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

f. Insurance

- 1) Vendor 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 vendor's negligent performance under this contract, and particularly without

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limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

- 2) The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.
- 3) During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as required by the **DHSS Contract Boilerplate (Appendix D)**. Proof of Insurance and amount of insurance shall be furnished to the agency prior to the start of the contract period and shall be no less than as identified in the DHSS Contract Boilerplate. The Insurance Certificate must include besides a General Liability also a Professional Liability/Umbrella coverage and list the DSSC/OCS as a Certificate Holder.

g. Performance Requirements

The selected Vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

i. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

j. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

1) W-9 Information Submission

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

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

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

k. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

l. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Delaware Department of Health and Social Services, Division of State Service Centers.

- 1) Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the

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identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 2) **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- 3) **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement 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. This is not a termination for convenience and will not be converted to such.

m. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

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p. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the Delaware Department of Health and Social Services, Division of State Service Centers.

q. Personnel, Equipment and Services

- 1) The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- 2) All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- 3) None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

r. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

s. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- 1) Delaware Sex Offender Central Registry at:
<https://desexoffender.dsp.delaware.gov/SexOffenderPublic/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award.

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A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

t. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

u. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

v. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- 1) The laws of the State of Delaware;
- 2) The applicable portion of the Federal Civil Rights Act of 1964;
- 3) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- 4) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- 5) That programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances,

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regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

w. Severability

If any term or provision of this Agreement 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 Agreement, 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.

x. Scope of Agreement

If the scope of any provision of the contract is determined to be 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 provisions shall be curtailed only to the extent necessary to conform to the law.

y. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

z. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or

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contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

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

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

F. Attachments

1. The following attachments and appendices shall be considered part of the solicitation:

- a. Attachment 1 - No Proposal Reply Form
- b. Attachment 2 - Non-Collusion Statement
- c. Attachment 3 - Exception Form
- d. Attachment 4 - Confidential Information Form
- e. Attachment 5A - Business References
- f. Attachment 5B - Past and Present Performance Questionnaire
- g. Attachment 6 - Subcontractor Information Form
- h. Attachment 7 - Monthly Usage Report (Example)
- i. Attachment 8 - Subcontracting (2nd Tier Spend) Report (Example)
- j. Attachment 9 - Employing Delawareans Report
- k. Attachment 10 - Office of Supplier Diversity Certification Application
- l. Attachment 11 - List of Contracts With State of Delaware
- m. Attachment 12 - Bidders Signature Form
- n. Attachment 13 - Certification Sheet
- o. Attachment 14 - Statements of Compliance Form
- p. Attachment 15 - Proposal Response Table of Contents
- q. Appendix A - Statement of Work / Technical Requirements
- r. Appendix B - Budget Workbook
- s. Appendix C - Budget Workbook Instructions
- t. Appendix D - DHSS Contract Boilerplate

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2. IMPORTANT – PLEASE NOTE

- a. **Attachments 2, 3, 4, 5 and 9, 11, 12, 13, 14, 15 must be included in your proposal.**
- b. **Attachment 6** must be included in your proposal if subcontractors will be involved.
- c. **Attachments 7 and 8** represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

3. Required Reporting

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

A complete and accurate Usage Report (Attachment 7) 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 **Häly Laasme-McQuilkin**. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

RFP NO: HSS-15-027

RFP Title: LIHEAP SCAP Air Conditioning Component

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- | | |
|-------|---|
| _____ | 1. We do not wish to participate in the proposal process. |
| _____ | 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____ |
| _____ | 3. We do not feel we can be competitive. |
| _____ | 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company. |
| _____ | 5. We do not wish to sell to the State. Our objections are:

_____ |
| _____ | 6. We do not sell the items/services on which Proposals are requested. |
| _____ | 7. Other: _____
_____ |

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

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RFP NO.: HSS-15-027
RFP TITLE: LIHEAP SCAP Air Conditioning Component
DEADLINE TO RESPOND: May 12, 2015 at 11:00 A.M. EDT

Attachment 2

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Enter Agency Name.

COMPANY NAME _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

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Attachment 5A

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. **If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).**

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
	Past and Present Performance Questionnaire was sent on Date:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
	Past and Present Performance Questionnaire was sent on Date:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	
	Past and Present Performance Questionnaire was sent on Date:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

COVER LETTER

SUBJECT: Request for Past Performance Evaluation

TO:

You have been identified as a point of contact for a past and/or present performance evaluation of the firm listed on the attached questionnaire. This firm is currently being considered for a **Low-Income Energy Assistance, Summer Cooling Assistance Program, Air Conditioning Component** contract at the Delaware Department of Health and Social Services, Division of State Service Centers, Office of Community Services.

Your prompt attention to this questionnaire will be greatly appreciated. If you have any questions concerning this request, I can be contacted at (302) 255-9744 or Häly.Laasme-McQuilkin@state.de.us.

Sincerely,

Häly Laasme
LIHEAP Program Manager
LIHEAP/OCS/DSSC/DHSS
Herman Holloway Campus
Charles Debnam Building
1901 North DuPont Highway
New Castle, DE 19720

1 Attachment
Past and Present Performance Questionnaire

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PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

A. GENERAL INFORMATION: Respondent Please correct any information below known to be inaccurate:

Contractor's Name: _____ Telephone Number: _____
Address: _____ Fax Number: _____
_____ Email Address: _____
_____ Point of Contact: _____

Project Title and Brief Description of Work*: _____

Contract Number*: _____ Contract Location*: _____

Original Contract Amount (Award Amount)*: _____

Final Contract Amount*: _____

Explain Differences: _____

Contract Award Date or Performance Start Date (mm/dd/yyyy)*: _____

Contract Expected Completion Date or Performance End Date (mm/dd/yyyy)*: _____

Contract Actual Completion Date or Performance End Date (mm/dd/yyyy)*: _____

Contract Type*: ☐ Firm-Fixed Price ☐ Cost Reimbursement
☐ Other (Please Specify): _____

Contractor performed as the ☐ **Prime** Contractor ☐ **Sub**-Contractor ☐ **Key** Personnel.

*** Note: If Contractor holds or has held other contracts with your agency/organization in the last 3 years, please complete separate evaluation forms for those contracts as well.**

B. RESPONDENT INFORMATION:

Name of Respondent: _____

Title: _____

Address: _____ Telephone Number: _____
_____ Fax Number: _____
_____ Email Address: _____

Date Questionnaire was completed (mm/dd/yyyy): _____

C. FAX COMPLETED SURVEY FORM TO: 302-255-4463

OR

E-MAIL COMPLETED SURVEY FORM TO: Häly.Laasme-McQuilkin@state.de.us

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D. PERFORMANCE INFORMATION: Choose the appropriate letter on the scale (E, G, A, M, U, and N) that most accurately describes the contractor's performance or situation. **PLEASE PROVIDE A NARRATIVE EXPLANATION FOR ANY RATINGS OF M or U.**

RATING		DEFINITION	NOTE
E	Exceptional	Performance meets contractual requirements and exceeds many to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than a few minor problems for which corrective actions taken by the Contractor were highly effective.	An Exceptional rating is appropriate when Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
G	Good	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with no more than some minor problems for which corrective actions taken by the Contractor were effective.	A Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been NO significant weaknesses identified.
S	Acceptable	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory or Acceptable rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Acceptable solely for not performing beyond the requirements of the contract.
M	Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions or the Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/Owner.
U	Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory or Unacceptable rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unacceptable rating.
N	Neutral	Performance was not observed or not applicable to the current effort being reported against.	Neutral rating will be neither positive nor negative.

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CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

Note: Include this information on each page of the questionnaire form to ensure there is no mix up in information among contracts surveyed for respective primes/subs, etc.

Place an "X" on the appropriate column using the definitions matrix above.

	The contractor:	E	G	A	M	U	N
1.	Provided experienced managers and supervisors with the technical and administrative abilities needed to meet contract requirements.	E	G	A	M	U	N
2.	Demonstrated ability to hire, maintain, and replace, if necessary, qualified personnel during the contract period.	E	G	A	M	U	N
3.	Delegated authority to project managers and supervisors commensurate with contract requirements.	E	G	A	M	U	N
4.	Home office participated in solving significant local problems.	E	G	A	M	U	N
5.	Followed approved quality control plan.	E	G	A	M	U	N
6.	Provided effective quality control and/or inspection procedures to meet contract requirements.	E	G	A	M	U	N
7.	Corrected deficiencies in timely manner and pursuant to their quality control procedures.	E	G	A	M	U	N
8.	Provided timely resolution of contract discrepancies.	E	G	A	M	U	N
9.	Identified problems as they occurred.	E	G	A	M	U	N
10.	Suggested alternative approaches to problems.	E	G	A	M	U	N
11.	Displayed initiative to solve problems.	E	G	S	M	U	N
12.	Developed realistic progress schedules.	E	G	A	M	U	N
13.	Met established project schedules.	E	G	A	M	U	N
14.	Provided timely resolution of warranty defects.	E	G	A	M	U	N
15.	Was responsive to contract changes.	E	G	A	M	U	N
16.	Provided adequate project supervision.	E	G	A	M	U	N
17.	Obtained consent of surety for increases in bonding as work-in-progress increased.	E	G	A	M	U	N
18.	Paid subcontractors/suppliers in a timely manner.	E	G	A	M	U	N
19.	Provided accurate and complete line item cost proposals including all aspects of work required for each task.	E	G	A	M	U	N
20.	Cooperated with Government personnel after award.	E	G	A	M	U	N
21.	How would you rate the contractor's overall performance?	E	G	A	M	U	N
22.	Was the contractor ever issued a cure or show cause notice under the referenced contract? If yes, explain outcome in "remarks."						YES NO
23.	Would you award another contract to this contractor? If not, explain in "remarks."						YES NO

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CONTRACTOR'S NAME: _____

CONTRACT NUMBER _____

Remarks: _____

DEFINITIONS: To attain as much consistency as possible in the rating process it is necessary to apply consistent standards. When you provide remarks please refer to the following definitions and commonly assigned words for different rating levels.

TERM	DEFINITION	RATING	CONFIDENCE WORDS
Significant Strength	An outstanding or exceptional aspect of the Contractor that appreciably increases the Government's/Owner's confidence in the Contractor's ability to successfully perform contract requirements	Exceptional	Outstanding - High Confidence words: Exceptional, Superior, Complete, Outstanding
Strength	A significant outstanding or exceptional aspect of a Contractor that exceeds the minimum evaluation standard	Good	Excellent - Significant or Substantial Confidence words: Excellent, Admirable, Commendable
Weakness	A flaw in the Contractor that decreases the Government's/Owner's confidence in the Contractor's ability to successfully perform contract requirements	Acceptable	Acceptable – Satisfactory Confidence words: Adequate, Acceptable, Sufficient, Thorough
Significant Weakness	A Contractor's flaw that appreciably increases the chance of unsuccessful performance	Marginal	Marginal- Little or Limited Confidence words: Inadequate, Insufficient, Incomplete, Impaired, Substantially Doubtful
Deficiency	An aspect of the Contractor that fails to satisfy Government's/Owner's minimum requirements or a combination of significant weaknesses in a Contractor that raises the risk of unsuccessful contract performance to an unacceptable level.	Unacceptable	Unsatisfactory – No Confidence words: Unacceptable, Scarce, Flawed, Deficient, Extremely Doubtful
		Neutral	Unknown Confidence words: not applicable, irrelevant, incomparable

STATE OF DELAWARE
Department of Health and Social Services

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Enter Contract No.	Report Start Date:				
Contact Name:			Report End Date:						
Contact Phone:			Today's Date:						
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to DHSS. It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE
Department of Health and Social Services

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																
Subcontracting (2nd tier) Quarterly Report																
Prime Name:							Report Start Date:									
Contract Name/Number							Report End Date:									
Contact Name:							Today's Date:									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorousage@state.de.us

STATE OF DELAWARE
Department of Health and Social Services

Attachment 9

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____
Percentage of such employees who are bona fide legal residents of Delaware: _____
3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide resident of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component

☐ By checking this box, the Vendor acknowledges that they did not submit application to the Office of Supplier Diversity (OSD)

**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

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

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

STATE OF DELAWARE
Department of Health and Social Services

The following definitions are from the State Office of Supplier Diversity

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

Michelle Morin

Office of Supplier Diversity

(302) 857-4554

Fax (302) 677-708

STATE OF DELAWARE
Department of Health and Social Services

Attachment 11

RFP NO: HSS-15-027

RFP Title: LIHEAP SCAP Air Conditioning Component

LIST OF CONTRACTS WITH STATE OF DELAWARE

☐ By checking this box, the Vendor acknowledges that they or their predecessor organization(s) have not had any contracts awarded by the State of Delaware during the last three years.

Contract Number	Contract Title	Contract Award Date mm/dd/yyyy	Contract Termination Date mm/dd/yyyy	Contract Amount	State Department, Division, Office	Contact Person (name, address, phone, email)

* use additional copies of the form if need more space.

STATE OF DELAWARE
Department of Health and Social Services

Attachment 12

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component



**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.

STATE OF DELAWARE
Department of Health and Social Services

Attachment 13

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component



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

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate _____ an individual; _____ a Partnership _____ a non-profit (501 C-3) organization; _____ a not-for-profit organization; or _____ for profit corporation, incorporated under the laws of the State of _____.

STATE OF DELAWARE
Department of Health and Social Services

- l. The referenced offeror has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

STATE OF DELAWARE
Department of Health and Social Services

Attachment 14

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component



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

STATEMENTS OF COMPLIANCE FORM

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

_____ Company Name) will comply with all Federal

and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action.

In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: _____

Title: _____

Date: _____

STATE OF DELAWARE
Department of Health and Social Services

Attachment 15

RFP NO: HSS-15-027
RFP Title: LIHEAP SCAP Air Conditioning Component

PROPOSAL RESPONSE TABLE OF CONTENTS

AGENCY NAME _____

Section 1: Transmittal/Cover Letter & Required Documents		Required Formats	Included
1	Title Page (Section III.A.3)	Hard Copy & PDF	
2	Bidder's Signature Form (Attachment 12)	Original Signed Hard Copy & PDF	
3	Transmittal/Cover Letter (Section I.D)	Original Signed Hard Copy & PDF	
4	Proposal Response Table of Contents	Hard Copy & PDF & WORD	
5	Statement of Compliance (Attachment 14)	Original Signed Hard Copy & PDF	
6	Certification Sheet (Attachment 13)	Original Signed Hard Copy & PDF	
7	Proof of Agency's 501 (c)(3) Status as a Non-Profit	PDF	
8	Non-Collusion Statement (Attachment 2)	Original Signed Hard Copy & PDF	
9	Exception Form (Attachment 3)	PDF & WORD	
10	Confidential Information Form (Attachment 4)	Hard Copy & PDF & WORD	
11a	Business References (Attachment 5A)	PDF & WORD	
11b	PPQ sent (Section III.A.11.b & Attachment 5B)	PDF or WORD or FAX	
12	Subcontractor Information Form (Attachment 6)	Original Signed Hard Copy & PDF	
13	Employing Delawareans Report (Attachment 9)	PDF & WORD	
14	OSD Certification Application (Attachment 10)	PDF	
15	List of Contracts With State of DE (Attachment 11)	PDF & WORD	
Section 2: Technical Proposal			
1	Corporate Qualifications (Section III.B.1)	PDF & WORD	
2	Work Plan (Section III.B.2 & Appendix A)	PDF & WORD	
3	Project Staffing and Organization (Section III.B.3)	PDF & WORD	
Section 3: Budget Proposal			
1	Budget Workbook Narrative (Section III.C.1 & Appendices B & C)	PDF & EXCEL	
2	SCAP Cost Sheet (Section III.C.2 & Appendix A)	PDF & WORD	
3	Budget Workbook (Section III.C.3 & Appendices B & C)	PDF & EXCEL	

ALL ITEMS ABOVE MUST BE INCLUDED IN YOUR PROPOSAL.

STATE OF DELAWARE
Department of Health and Social Services

APPENDIX A

STATEMENT OF WORK / TECHNICAL REQUIREMENTS



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of State Service Centers,
Office of Community Services

**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)
SUMMER COOLING ASSISTANCE PROGRAM (SCAP)**

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 - 4.2.2 Invoices for Installation of Air Conditioners
 - 4.2.3 Invoices for Electrical Work
 - 4.2.4 Invoices for Administrative Cost
 - 4.2.5 Invoices for Program Cost

4.3 Refunds

5.0 Performance Measurements

Appendix A Performance Measurements Summary Matrix

Appendix B SCAP Cost Sheet

Appendix C Confirmation of Installation

Appendix D 1.0 Eligibility Guidelines

2.0 Income Guidelines



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of State Service Centers,
Office of Community Services

**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

**LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)
DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)
SUMMER COOLING ASSISTANCE PROGRAM (SCAP)**

1.0 SCOPE.

1.1 BACKGROUND

- 1.1.1 Low-Income Home Energy Assistance Program (LIHEAP) is federally funded block grant program designed to help low-income households with energy costs associated with heating and cooling in residential dwellings. Under Low-Income Home Energy Assistance Act of 1981 Congress appropriates funds for LIHEAP each federal fiscal year according to the allocation formula. It is administered through grantees consisting of the states, territories, and tribal organizations, which in turn deliver LIHEAP services directly or through non-profit agencies. The State of Delaware implements the LIHEAP through the Delaware Energy Assistance Program (DEAP).

1.2 OVERVIEW

- 1.2.1 This statement of work (SOW) covers the administration of the Low-Income Home Energy Assistance Program (LIHEAP), Delaware Energy Assistance Program (DEAP), Summer Cooling Assistance Program (SCAP). SCAP includes two components: Electricity and Air Conditioning. This document sets forth the SOW for the SCAP Air Conditioning (SCAP A/C) component.

1.3 DEFINITION

- 1.3.1 SCAP provides cooling assistance to eligible low-income households to reduce their energy burden by subsidizing the cost of their summer home energy bills and/or paying for the purchase, delivery and installation of room-sized air conditioners (A/C).

1.4 PURPOSE

- 1.4.1 The purpose of SCAP A/C is to assist low-income households that are especially vulnerable to high temperatures, heat, and humidity with the purchase, delivery, and installation of room sized air conditioners.
- 1.4.2 Service is targeted to households with elderly, disabled, children 5 and under, and members that suffer from chronic breathing conditions, such as asthma or chronic obstructive pulmonary diseases of chronic bronchitis or emphysema. There can be exceptions to the targeted households depending on the availability of funding.

1.5 SERVICE UNIT

- 1.5.1 The Unit of Service is installation of one room-sized air conditioner per one household.
- 1.5.2 Contractor is permitted to bill for Deferral Fee when unable to gain access to the household's premises (see section 3.6 for Deferrals).

1.6 SERVICE AREA

- 1.6.1 Contractor shall provide services Statewide.



**DELAWARE HEALTH
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Division of State Service Centers,
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**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

1.7 SERVICE PERIOD

- 1.7.1 Service period is one contract year. Service period commences on October first (1) and terminates on September thirtieth (30) of the same federal fiscal year with option to extend the services for a total of five years, including the base year, contingent upon the availability of appropriated funds and performance of the contractor (see section 5.0 for Performance Measurements).
- 1.7.2 The service will be renewable each federal fiscal year at the option of the Delaware Department of Health and Social Services (DHSS), Division of State Service Centers (DSSC), Office of Community Services (OCS).
- 1.7.3 Contractor shall submit a Work Plan and costing and pricing data annually to the DSSC/OCS before it will exercise an option to extend the contract.

2.0 APPLICABLE DOCUMENTS.

2.1 Government Documents.

- 2.1.1 Delaware Energy Assistance Program (DEAP) Policy and Procedures Manual, 27 January 2015.
- 2.1.2 Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended).
- 2.1.3 Energy Star Program Requirements Product Specification for Room Air Conditioners, Eligibility Criteria, Draft Version 3.1, April 2014.
- 2.1.4 National Renewable Energy Laboratory Standard Work Specifications for Home Energy Upgrades, 5.3302.1 Trough-Wall and Room Air Conditioning Unit Replacement.

2.2 Non-Government Documents.

- 2.2.1 ANSI/AHAM RAC-1-2008 Room Air Conditioners, American National Standards Institute/Association of Home Appliance Manufacturers.
- 2.2.2 ANSI/ACCA 5 QI-2010 HVAC Quality Installation Specification, American National Standards Institute/Air Conditioning Contractors of America.
- 2.2.3 NFPA 90A (2009) Standard for the Installation of Air-Conditioning and Ventilating Systems, National Fire Protection Association.

3.0 REQUIREMENTS.

3.1 GENERAL REQUIREMENTS.

- 3.1.1 Contractor shall submit annual Work Plan for providing all labor, supervision, supplies and materials to conduct SCAP A/C, including:
 - 3.1.1.1 Purchase, delivery and installation of the A/Cs according to estimated workload schedule with objective to install at least four hundred (400) A/Cs during SCAP Early and Normal Operation period (see section 3.2 Activity Schedule/Timeline);
 - 3.1.1.2 Procedures and processes for installing A/Cs that conform to the commercial and government standards, regulations, and energy efficiency codes (see section 2.0 Applicable Documents);
 - 3.1.1.3 Retention of licensed subcontractors to provide services and to deliver and install room sized air conditioners to the eligible households.
- 3.1.2 Contractor shall conduct the entire application process for the SCAP A/C; including intake, data collection and entry, certification and record keeping of applicants for SCAP A/C, unless directed otherwise by the DSSC/OCS. When directed by DSSC/OCS, contractor shall utilize any electronic data entry system required by the DSSC/OCS.



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of State Service Centers,
Office of Community Services

**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

- 3.1.3 Contractor shall provide public outreach to low-income communities directly and by coordinating satellite centers with some or all of the fifteen (15) State Service Centers, or any other agency as directed by DSSC/OCS, including:
 - 3.1.3.1 Develop and conduct liaison activities;
 - 3.1.3.2 Provide coordination and referral services with related agencies.
- 3.1.4 Contractor shall inform all applicants of their right to a Fair Hearing.
- 3.1.5 Contractor shall acknowledge the Delaware DHSS/DSSC/OCS, as a funding source in all publicity pertaining to the SCAP A/C.
- 3.1.6 Contractor shall assure that households are satisfied with the quality of service by:
 - 3.1.6.1 Conducting annual customer satisfaction surveys;
 - 3.1.6.2 Tracking complaints through utilization of complaint log;
 - 3.1.6.3 Developing Grievance/Complaints Policy and providing households with Contractor and external third party contact information for grievances.
- 3.1.7 Contractor shall submit reports and information to the DSSC/OCS according to the guidelines provided by the LIHEAP Administrator, including but not limited to:
 - 3.1.7.1 Collection of energy and utility data from the subcontractors and/or vendors and households for the annual federal reports concerning performance measures and household data (see section 3.2 for Activity Schedule/Timeline).

3.2 ACTIVITY SCHEDULE / TIMELINE.

	ACTIVITY	TIME
3.2.1	Public Outreach and Liaison Activities	Ongoing
3.2.2	Recruit / Certify Private Subcontractors	Ongoing
3.2.3	Purchase Air Conditioners	Ongoing
3.2.4	Conduct SCAP Application Process	April 1 – August 15
3.2.5	Conduct SCAP A/C Early Operation	May 1 – May 31
3.2.6	Conduct SCAP A/C Normal Operation	June 1 – August 31
3.2.7	Inspect 5% of installed air conditioners	May 1 – September 15
3.2.8	Submit Administrative and Program Invoices to DSSC/OCS by	10 th of every Month
3.2.9	Submit other SCAP Invoices to DSSC/OCS in batches and no less than	Monthly
3.2.10	Submit Quarterly Financial and Program Reports to DSSC/OCS:	Quarterly
3.2.10.1	1 st Quarter Report (October, November, December)	January 15
3.2.10.2	2 nd Quarter Report (January, February, March)	April 15
3.2.10.3	3 rd Quarter Report (April, May, June)	July 15
3.2.10.4	4 th Quarter Report (July, August, September)	October 15
3.2.11	Submit Estimated Household Report Data to DSSC/OCS	August 20
3.2.12	Submit Final Household Report Data to DSSC/OCS	September 30
3.2.13	Submit Annual Leveraging Report to DSSC/OCS (if applicable)	October 15
3.2.14	Submit Annual Performance Measurement Data to DSSC/OCS	October 31



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of State Service Centers,
Office of Community Services

**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

3.3 SUBCONTRACTORS

- 3.3.1 Contractor shall acquire and retain licensed subcontractors and/or electricians through competitive procedures and compliance with Equal Opportunity and Affirmative Action requirements.
- 3.3.2 Contractor shall make payments to subcontractors when applicable; however,
 - 3.3.2.1 Contractor shall not make payments to subcontractors before the subcontractors' invoices have been received and pay no more than the specified amount on the invoice.
- 3.3.3 Contractor shall perform reconciliation of accounts with subcontractors before submitting invoices to the DSSC/OCS.
- 3.3.4 Contractor shall be responsible for the quality assurance by:
 - 3.3.4.1 Monitoring and evaluating subcontractors' performance and submitting findings to the DSSC/OCS within ten (10) days of the finding;
 - 3.3.4.2 Conducting independent validation and verification of the A/C installation by inspecting five (5) percent of the installed A/Cs within five (5) days of installation;
 - 3.3.4.3 Signing-off on all sections of the Inspection Form(s) attesting that the job is one hundred (100) percent complete and is correct according to the procedures and processes for installing A/Cs. Where this is not the case, corrective action will be within twenty-four (24) hours and comprehensive.

3.4 PROHIBITED ACTIVITIES.

- 3.4.1 A/C shall not be dropped off at the household's premises for future installation. If A/C cannot be installed at the time of delivery, Contractor must return the A/C to the warehouse, storage, etc. until it can be installed.
- 3.4.2 A/C with more than 12,000 BTUs or 220 Volts shall not be purchased and installed.

3.5 SERVICE STANDARDS

- 3.5.1 Contractor shall purchase A/Cs with three types of capacity: 8000 BTUs, 10,000 BTUs, 12,000 BTUs.
 - 3.5.1.1 Contractor shall procure air conditioners according to the competitive acquisition methods to obtain the best value and submit bid summary to DSSC/OCS.
 - 3.5.1.2 A/Cs shall be Energy Star products or have the following minimum energy efficiency criteria:

Capacity (BTU/Hour) ¹	EER _{BASE} with louvered sides ²	EER _{BASE} without louvered sides	CEER _{BASE} with louvered sides ³	CEER _{BASE} without louvered sides
8,000 10,000 12,000	11.3	9.8	11.2	9.7

¹BTU-British Thermal Unit

²EER-Energy Efficiency Ratio

³CEER-Combined Energy Efficiency Ratio



**DELAWARE HEALTH
AND SOCIAL SERVICES**

Division of State Service Centers,
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**LIHEAP, SCAP A/C,
Statement of Work (SOW)**

- 3.5.2 Contractor shall submit in the beginning of every contract year a SCAP Cost Sheet (see Appendix B of SOW) that specifies:
 - 3.5.2.1 Models of A/Cs;
 - 3.5.2.2 EER/CEER ratings and years of manufacturing warranty;
 - 3.5.2.3 Retail and wholesale prices of A/Cs;
 - 3.5.2.4 Cost of storage;
 - 3.5.2.5 Cost of delivery and installation (D&IFee);
 - 3.5.2.6 Deferral Fee;
 - 3.5.2.7 Cost of additional minor electrical work (AMEWFee);
 - 3.5.2.8 Cost of maximum allowed electrical work (MAEWFee).
- 3.5.3 If A/Cs and/or supplies are temporarily not utilized, but required for authorized use in the future, it must be adequately stored to protect it from theft, corrosion, contamination, and damage.
 - 3.5.3.1 Storage cost should not exceed ten (10) percent of the savings realized by purchasing A/Cs through wholesale, unless approved by LIHEAP Administrator when the higher storage cost is justified by market prices. Under no circumstance shall the storage cost exceed the savings realized by purchasing A/Cs through wholesale.
 - 3.5.3.2 All cases of loss, damage, or destruction to the A/Cs and/or supplies purchased with program funds shall be thoroughly documented and immediately reported to the DSSC/OCS.
- 3.5.4 Contractor shall develop procedures and processes for tracking the inventory, including:
 - 3.5.4.1 Documenting a unique identifier (UID) of each installed A/C for tracking purposes;
 - 3.5.4.2 Maintaining installation log that assures only one installation of A/C per household within ten (10) years.
- 3.5.5 Written permission from the landlord must be received before the air conditioners can be installed for the rental units.
- 3.5.6 All A/Cs, including support braces and weather seals, shall be installed according to the contractor submitted procedures and processes for installing A/Cs.
- 3.5.7 Contractor shall provide every household with the following information:
 - 3.5.7.1 A/C will become the property of the household after installation;
 - 3.5.7.2 Instructions to the household on how to contact Contractor when the problems arise;
 - 3.5.7.3 When the household relocates from the location of the installed A/Cs, it may take the A/C with it, unless it is through the wall unit. Through the wall units shall not be removed from the property.
- 3.5.8 Three (3) attempts shall be made to reach the household for installing the A/C. If the household cannot be reached after the third (3rd) attempt, the Contractor will send a written notice to the household that it has been removed from the A/C list because Contractor was unable to reach it and the Contractor may charge the Deferral Fee (see section 3.6 for Deferrals).
- 3.5.9 A/Cs should be installed within ten (10) business days of the received completed application during SCAP A/C Normal Operation Period (June 1 - August 31), unless Contractor is out of stock. Applications received during April and May, should be installed first but not before the SCAP A/C Early Operation Period (May 1 - May 31).
 - 3.5.9.1 Contractor shall develop procedures for controlling backlog of work requests.
- 3.5.10 Contractor shall ensure and validate that someone aged eighteen (18) or over confirms the delivery and installation of A/C by signing the Confirmation of Installation (see Appendix C of SOW). If the age of signatory is questionable, the installer must verify the age by requesting to see the identification. A copy of each form signed by household should be kept by Contractor and attached to the invoice when submitted to the DSSC.
- 3.5.11 Contractor may substitute originally stated air conditioner's size in the work list for a better fit if appropriate. However, all the signed documents submitted to the DSSC shall reflect the actual installed BTU sized A/C.



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- 3.5.12 Contractor shall dispatch a licensed electrician to the household's location if the location requires minor electrical upgrade for safely installing the A/C.
- 3.5.12.1 Minor electrical work may be performed in accordance with the Service Fee Schedule (SFS) of the SCAP Cost Sheet (see Appendix B of SOW) and up to the amount specified for the Additional Minor Electrical Work Fee (AMEWFee).
 - 3.5.12.2 Any request to provide electrical work above AMEWFee must be approved in writing by LIHEAP Administrator before work can be performed.
 - 3.5.12.3 Electrical work that would cause an obligation above the Maximum Allowed Electrical Work Fee (MAEWFee) per household cannot be performed and the application will be considered a Deferral (see section 3.6 for Deferrals).

3.6 DEFERRALS

- 3.6.1 Deferral is defined as an unsuccessful installation of the A/C. The contractor may charge a one-time Deferral Fee up to the amount specified in the Service Fee Schedule of the SCAP Cost Sheet (see Appendix B of SOW). Deferrals are allowable only when:
- 3.6.1.1 Household requires additional electrical work that is greater than MAEWFee in the Service Fee Schedule; OR
 - 3.6.1.2 Contractor performs the third (3rd) attempt to deliver and install A/C but cannot obtain access to the household and sign-off on delivery/installation; OR
 - 3.6.1.3 Deferral Fee has been approved by LIHEAP Administrator.

3.7 ELIGIBILITY

- 3.7.1 Eligibility is determined by the Delaware OCS in the DSSC according to the United States Department of Health and Human Services (HHS) Poverty Guidelines, published annually in the Federal Register.
- 3.7.2 SCAP A/C service is provided to all households according to the following eligibility criteria (see Appendix D of SOW for Eligibility and Income Guidelines):
- 3.7.2.1 Household has not received an air conditioner under SCAP A/C during the last ten (10) years. If the household is requesting an A/C during this period, they must provide bona fide justification for requesting another air conditioner. (For example, to receive a replacement for a stolen A/C, the applicant has to submit the police report); AND
 - 3.7.2.2 Household resides in the residential dwelling; AND
 - 3.7.2.3 Purchases source of heating and cooling directly or as part of rent; AND
 - 3.7.2.4 Gross household income is less than or equal to 200% of poverty guideline; AND
 - 3.7.2.5 Household includes members with all the following criteria:
 - 3.7.2.5.1 State of Delaware resident; AND
 - 3.7.2.5.2 United States Citizen or Qualified Alien; AND
 - 3.7.2.5.3 Have Social Security Number and/or Master Client Index Number; AND
 - 3.7.2.5.4 Sixty (60) years of age or older; OR
 - 3.7.2.5.5 Disabled; OR
 - 3.7.2.5.6 Children five (5) years of age or younger; OR
 - 3.7.2.5.7 Have written documentation from their doctor stating someone in the household is suffering from chronic breathing conditions, such as asthma or chronic obstructive pulmonary diseases of chronic bronchitis or emphysema.



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3.8 APPLICATION.

- 3.8.1 Applications for SCAP A/C shall be identical to the standard Delaware Energy Assistance Program (DEAP) application.
- 3.8.2 Applicant files must include the following documentation:
 - 3.8.2.1 Application signed by the applicant;
 - 3.8.2.2 Social Security Numbers of all occupants aged six (6) months and over in the household;
 - 3.8.2.3 Master Client Index (MCI) Numbers of all occupants for tracking unique clients in each of the programs within the Delaware DHSS;
 - 3.8.2.4 Address verification;
 - 3.8.2.5 United States citizenship or qualified alien verification for all occupants;
 - 3.8.2.6 Recent copy of electricity bill, including explanation if bill is not in applicants name;
 - 3.8.2.7 Lease, if a renter; AND
 - 3.8.2.7.1 Written permission from the landlord to install A/C.
 - 3.8.2.8 Income documentation for all household members aged eighteen (18) and over (see DEAP Policy and Procedures Manual for detailed instructions). Examples of income documentation include but are not limited to:
 - 3.8.2.8.1 Pay stubs for the past three (3) months;
 - 3.8.2.8.2 Documented income from Social Security, Supplemental Security Income (SSI), Unemployment Insurance;
 - 3.8.2.8.3 Pension, Disability, Workers Compensation;
 - 3.8.2.8.4 Public Assistance, Temporary Assistance for Needy Families (TANF) and General Assistance (GA);
 - 3.8.2.8.5 Proof of child support and/or alimony;
 - 3.8.2.8.6 Tax records for the self-employed;
 - 3.8.2.8.7 W-2 form or tax records from previous year.
 - 3.8.2.9 All the documents signed by the household during the delivery and installation of the A/C.

3.9 LEVERAGING.

- 3.9.1 Contractor shall submit an annual leveraging report about its leveraging activities if requested by DSSC/OCS.



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4.0 REQUIREMENTS FOR PAYMENTS AND INVOICING

4.1 GENERAL REQUIREMENTS.

- 4.1.1 Contractor shall submit invoices with all the required information electronically, periodically and according to the section 3.2 Activity Schedule/Timeline to the LIHEAP Invoice Coordinator.
- 4.1.2 All the invoices sent to the Division shall include the invoice cover page on the agency letterhead with the following information:
 - 4.1.2.1 Contract number;
 - 4.1.2.2 Invoice number in the required format;
 - 4.1.2.3 Date;
 - 4.1.2.4 Total amount and/or quantity (depending on the type of invoice);
 - 4.1.2.5 Signature of the Contractor's SCAP Program Manager.
- 4.1.3 Further requirements for the invoices are defined by the type of invoice and shall be followed accordingly (see section 4.2 for Additional Requirements).

4.2 ADDITIONAL REQUIREMENTS.

4.2.1 Invoices for Air Conditioners and Additional Supplies.

- 4.2.1.1 Invoice number shall be in the format of **S-SCAP-(Contract Year)-(Number)**.
- 4.2.1.2 Each Invoice cover page shall include additionally a detailed summary of every unique item included in the invoice:
 - 4.2.1.2.1 Item description;
 - 4.2.1.2.2 Quantity;
 - 4.2.1.2.3 Price per Unit;
 - 4.2.1.2.4 Total price (Quantity x Price per Unit).
- 4.2.1.3 Each invoice shall be accompanied by a copy of the delivery slip from the subcontractor/vendor, which includes the name and address.
- 4.2.1.4 Each invoice shall be accompanied by the copies of the back-up documentation verifying the purchase and cost of the items.

4.2.2 Invoices for Installation of Air Conditioners.

- 4.2.2.1 Invoice number shall be in the format of **I-SCAP-(Contract Year)-(Number)**.
- 4.2.2.2 Each Invoice cover page shall include additionally the breakdown of the quantity of the installed A/Cs in every county (New Castle, Kent, Sussex).
- 4.2.2.3 Each invoice shall be accompanied by a signed "Confirmation of Installation" (see Appendix C of SOW) and in minimum the following information has to be completed about the household:
 - 4.2.2.3.1 Applicant Name;
 - 4.2.2.3.2 Address;
 - 4.2.2.3.3 Application number;
 - 4.2.2.3.4 A/C UID;
 - 4.2.2.3.5 A/C type and BTUs;
 - 4.2.2.3.6 Status of Electrical Work;
 - 4.2.2.3.7 Status of Deferral;
 - 4.2.2.3.8 Signature of Contractor;
 - 4.2.2.3.9 Signature of Applicant;
 - 4.2.2.3.10 Age 18 or older validation.
- 4.2.2.4 Deferral fees shall be charged under I-SCAP invoices.



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4.2.3 Invoices for Electrical Work

- 4.2.3.1 Invoice number shall be in the format of **E-SCAP-(Contract Year)-(Number)**.
- 4.2.3.2 Each invoice shall be accompanied by a signed Electrical Work Form (developed by contractor) and specify in minimum the following information about the household:
 - 4.2.3.2.1 Applicant Name;
 - 4.2.3.2.2 Address;
 - 4.2.3.2.3 Application number;
 - 4.2.3.2.4 A/C UID;
 - 4.2.3.2.5 A/C type and BTUs;
 - 4.2.3.2.6 Scope of electrical work;
 - 4.2.3.2.7 Type (AMEW or MAEW) and cost of Electrical Work;
 - 4.2.3.2.8 Contact information of electrical subcontractor;
 - 4.2.3.2.9 Signature of electrical subcontractor;
 - 4.2.3.2.10 Signature of Applicant.
- 4.2.3.3 Include the copy of the invoice from the electrical subcontractor.

4.2.4 Invoices for Administrative Costs

- 4.2.4.1 Administrative Costs are expenses for operating, planning and developing the DEAP that are not part of client service dollars or program costs. Examples of administrative expenses include, but are not limited to: salaries, pensions, health benefits, printing, contractual, telephone, supplies, and travel.
- 4.2.4.2 Invoice number shall be in the format of **A-SCAP-(Contract Year)-(Number)**.
- 4.2.4.3 Each invoice cover page shall additionally include the quantity of A/Cs installed during the invoice period.
- 4.2.4.4 Contractor shall submit administrative invoices by the 10th of every month for the costs incurred during the preceding month and by utilizing Invoice Workbook provided by the LIHEAP Administrator.
- 4.2.4.5 Contractor shall maintain backup to support all amounts.
- 4.2.4.6 Contractor shall not be reimbursed for costs that exceed a budget cost category by more than 5% of the contract budget without written approval from the LIHEAP Administrator.
- 4.2.4.7 Administrative costs shall not exceed 10% of the total amount of the contract.

4.2.5 Invoices for Program Cost

- 4.2.5.1 Program Costs include expenses directly associated with providing client services. Examples of program costs include the direct costs of prescreening and intake of clients, case management, LIHEAP data entry, mailings to clients, energy education and materials for clients, mileage costs incurred while providing outreach and direct services to clients, program related training of the staff that provides direct services to the clients.
 - 4.2.5.1.1 SCAP A/C program costs also include costs of storing A/Cs, inspecting 5% of the installed A/Cs, and purchasing auxiliary supplies for installing A/Cs.
- 4.2.5.2 Invoice number shall be in the format of **P-SCAP-(Contract Year)-(Number)**.
- 4.2.5.3 Each invoice cover page shall additionally include the quantity of A/Cs installed during the invoice period.
- 4.2.5.4 Contractor shall submit administrative invoices by the 10th of every month for the costs incurred during the preceding month and by utilizing Invoice Workbook provided by the LIHEAP Administrator.



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4.3 REFUNDS

- 4.3.1 Refunds shall be deducted from the total amount of the DSSC funds requested for the particular type of LIHEAP Invoice. For example, refunds received under Supplies shall be deducted from the S-SCAP invoices and electrical work refunds from the E-SCAP invoices. If the Contractor is not able to allocate the refund to the appropriate LIHEAP Invoice, it should contact LIHEAP Administrator for guidance.
- 4.3.2 All the invoices that include refunds shall contain the following additional information on the invoice cover page:
- 4.3.2.1 Total DSSC Funds Requested;
- 4.3.2.2 Refunds Returned to DSSC;
- 4.3.2.3 Total DSSC Funds Earned.
- 4.3.3 Contractor shall be reimbursed the balance of the invoice after the refund has been deducted. For example:

Contractor is reimbursed \$30,000 after the \$10,000 refund deduction.

TOTAL DSSC FUNDS REQUESTED	\$40,000.00
REFUNDS RETURNED TO DSSC	\$10,000.00
TOTAL DSSC FUNDS EARNED	\$30,000.00

- 4.3.4 Contractor shall process the refunds during the month they are received and shall not accumulate them beyond thirty (30) days after receipt.

5.0 PERFORMANCE MEASUREMENTS

- 5.1 The extension of the service period of the contract is based on but not limited to the quality of past performance of the Contractor (see section 1.7 for Service period).
- 5.1.1 The determination of the quality of the past performance shall be based on the execution of the Performance Objectives in Performance Measurements Summary Matrix (see Appendix A of SOW).



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APPENDIX A

PERFORMANCE MEASUREMENTS SUMMARY MATRIX

Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Estimate total workload of installations	3.1.1.1	400 A/Cs installed during SCAP operating period	More than 400 A/Cs installed	Review submitted Work Plan and Program Quarterly Reports
Allocate workload properly during operation period	3.1.1.1	At least 30% in June, 30% in July, 15% in August of total workload completed	More than 75% of workload completed during SCAP A/C Normal Operation period	Review of Work Plan and quantity of installations on the submitted A/C installation invoices
Develop and conduct public outreach and coordinate activities with other agencies	3.1.3	Perform at least 95% of the planned installation each month, with at least 95% of the workload completed at the end of the contract year	100% of the planned workload completed at the end of the contract year	Review Work Plan and Program Quarterly Reports
Develop and conduct liaison activities for increasing public outreach	3.1.3.1	Contact at least 75% of the planned offices each quarter, with at least 75% of the offices having been contacted at the end of the contract year	100% of planned contacts	Review Contractor's list of contacts for liaison activities
Inform all applicants of their right to Fair Hearing	3.1.4	100% of households	100% of households	Review of Application Files during random sample monitoring
Acknowledge DHSS/DSSC/OCS as funding source in all publicity	3.1.5	100% of published and distributed materials	100% of published and distributed materials	Review Marketing Materials
Assure households are satisfied with quality of service	3.1.6	At least 80% of households contacted must be satisfied with service and no more than 5 complaints per contract year	100% of households satisfied with service and no complaints per contract year	Review customer surveys and complaint log
Deliver requested reports and information	3.1.7	Gather data and submit the requested reports and information by the given deadline. Requesting for extension if more time required	Gather data and submit the requested reports and information by the deadline 100% of time	Review submitted reports and compliance with deadlines. Metrics: Mean time between deadline and submission date
Deliver quarterly reports	3.2.10	Submit all quarterly reports by the deadline in Activity Schedule/Timeline, and at least 95% of information validated to be accurate	Submit all quarterly reports by the deadline in Activity Schedule/ Timeline with 100% validated accuracy	Review quarterly reports compliance with deadlines. Metrics: Mean time between deadline and submission date



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Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Acquire and retain subcontractors and/or electricians	3.3.1	Acquire and retain licensed subcontractors and/or electricians competitively with best value estimates	Open competition with performance accountability metrics	Review summary of applicants, their estimates and accountability documents
Assure that subcontractor costs are accurately reflected in invoices submitted to DSSC	3.3.2	100% of invoices	100% of invoices	Review contractor invoices and back-ups to the invoices
Reconcile accounts before submitting invoices	3.3.3	At least 95% of costs submitted for particular month include only costs incurred during that month	100% of costs submitted fall under the month of the invoice	Review of contractor invoices and back-ups to the invoices
Monitor subcontractors and notify DSSC/OCS of noncompliance	3.3.4	No more than 25% of the incompliance reports may be later than 10 days and no more than 5% of issues may go unreported	100% of reports received within 10 days and 100% of issues reported	Review contractor monitoring documents of subcontractors and /or inspection logs
Inspect installed A/Cs	3.3.4.2	Independent inspection of 5% of installed A/Cs within 5 days of installation.	Independent inspection of 5% of installations within 3 days of installation.	Review dates of inspection and installation. Metrics: Mean time between installation and inspection
Purchase A/Cs	3.5.1	Minimum of 3 bids/quotes per contract year	More than 3 bids per contract year	Review bid summary for the contract year
Minimize A/C Storage Cost	3.5.3.1	Cost cannot exceed 10% of the savings realized by purchasing A/Cs wholesale unless allowed by LIHEAP Administrator	Blanket Purchase Agreement leading to zero storage cost	Review SCAP Cost Sheet and Contract Budget. Metrics: storage cost < 10% of (Retail price-Wholesale price)
Track inventory and avoid loss	3.5.4.1	Document Unique Identifier (UID) of 100% of A/Cs purchased and installed	Zero loss of A/Cs between purchase and installation	Review inventory log
Assure household receives A/C only once during 10 years	3.5.4.2	Link UID of the A/C with applicant after installation of A/C and maintain installation log to assure only one A/C per household during 10 years	No household receives a second A/C within 10 years without documented justification	Review application files and installation log
Require written permission from the landlord to install A/C to the rental unit	3.5.5	100% of A/Cs installed to the rental units include written permission from the landlord	100% of A/Cs installed to the rental units include written permission from the landlord	Review of Applicant files during random sample monitoring



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Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Contact applicant 3 times before removing household from the A/C list	3.5.8	100% of applicants have been contacted at least 3 times before removal from the A/C list and removal notification was sent to at least 95% percent of applicants after 3rd attempt	100% of applicants have been contacted at least 3 times before removal from the A/C list and removal notification was sent to 100% percent of applicants after 3rd attempt	Contractor applicant files and logs that demonstrate the dates of installation attempts made to the household and the date notification letter was sent to the household
Install A/Cs during Normal Operation Period	3.5.9	Install 95% of A/Cs within 10 business days of eligible completed SCAP A/C application	Install 100% of A/Cs less than 10 business days of eligible completed SCAP A/C application	Metrics: Mean time between eligible application date and installation date
Conduct Early Install of A/Cs	3.5.9	At least 90% of early eligible applicants have their A/C installed during May. No A/Cs installed before the first of May	100% of early eligible applicants have their A/C installed by May 31. No A/Cs installed before the first of May	Metrics: May Installations/ early applications (received April 1 - May 20)
Control backlog of work requests	3.5.9.1	At least 95% of eligible A/C applicants have their A/C installed by August 31 and 100% installed before September 15	100% of eligible A/C applicants have their A/C installed by August 31	Metrics: YTD installations/YTD eligible completed applications
Ensure the age of Signatory on Confirmation of Installation	3.5.10	Age validated and age section filled out on 100% of Confirmation of Installation sheets and verified only when in doubt of the age of the signatory	Age verified and age section filled out on 100% of Confirmation of Installation sheets	Review Confirmation of Installation Sheets in the application files during random sample monitoring
Justify the request of Deferral Fee	3.6	Tracking log of applicants installation dates that list all installation attempts and amount requested for any type of electrical work	In addition to the log, also Deferral Form developed and submitted with every request for Deferral Fee that displays the dates of attempts and/or explanation for deferral	Review tracking log that displays the dates of installation attempts made to the household and Deferral Forms if developed by contractor
Determine eligibility of applicants accurately	3.7	100% of applicants are eligible for A/Cs	100% of applicants are eligible for A/Cs	Review random sample of applications for compliance during random sample monitoring



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Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Submit required invoices on time and accurately	4.1.1	Submit 95% of invoices for current month by 10th of subsequent month with 100% required information that is 100% accurate	Submit 100% of invoices for current month by 10th of subsequent month with 100% required information that is 100% accurate	Review of invoices
Complete Confirmation of Installation sheet	4.2.2.2	Minimum required by section 4.2.2.2 has been completed on 100% of Confirmation of Installation sheets	100% of Confirmation of Installation sheets have been completed 100%	Review Confirmation of Installation sheets during random sample monitoring
Report Minor Electrical Work consistently and accurately	4.2.3	Applicants who require electrical work have at least 95% of the time correct electrical work type circled on the Confirmation of Installation sheet that reflects the type and fee on the Electrical Work Form (developed by contractor). No fee is above MAEWFee	Applicants who require electrical work have at least 95% of the time correct electrical work type circled on the Confirmation of Installation sheet that reflects the type and fee on the Electrical Work Form (developed by contractor). No fee is above MAEWFee	Review submitted invoices that include Confirmation of Installation sheets and Electrical Work Form
Submit refunds accurately	4.3	100% of refunds submitted according to guidelines in Section 4.3	100% of refunds submitted according to guidelines in Section 4.3	Review of invoices and submitted refunds



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APPENDIX B

**SUMMER COOLING ASSISTANCE PROGRAM (SCAP) COST SHEET
Purchase, Delivery and Installation of Air Conditioners**

Agency Name:

County:

NEW CASTLE

☐

KENT

☐

SUSSEX

☐

Make/Model BTU's	MFR's Warranty	EER/CEER ²	Price Per Unit		min	units
			Retail	Wholesale ³		
8000 BTU	<input type="text"/> yrs. parts/labor	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
10,000 BTU	<input type="text"/> yrs. parts/labor	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>
12,000 BTU ¹	<input type="text"/> yrs. parts/labor	<input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>

Storage Cost⁴

\$ per unit OR for units \$

TASKS COST PROPOSAL

SERVICE FEE SCHEDULE

Delivery and Installation Fee (D&IFee)

COST
\$

Deferral Fee

\$

Additional Minor Electrical Work Fee (AMEWFee)

\$ Max

Maximum Allowed Electrical Work Fee (MAEWFee)

\$ Max

Describe AMEW: (such as changed outlet from 2 prongs to 3 prongs)

Describe MAEW: (such as installation of ground circuit)

¹No models above 12,000 BTUs are allowed without consent of the DSSC LIHEAP Administrator.

²EER-Energy Efficiency Ratio, minimum 9.8 (11.3 with louvered sides) or Energy Star Product.

CEER-Combined Energy Efficiency Ratio, minimum 9.7 (11.2 with louvered sides) or Energy Star Product.

³Price by volume when purchased through contract, blanket purchase order, or in larger quantity.

⁴Cost should not exceed 10% of the savings realized by purchasing A/Cs through wholesale, unless approved by DSSC LIHEAP Administrator when the higher storage cost is justified by market prices.



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APPENDIX C

CONFIRMATION OF INSTALLATION

DATE:

A/C UID #:

APPLICATION #:

APPLICANT NAME:

ADDRESS:

CITY/ZIP:

PHONE:

AREA/DEVELOPMENT:

COUNTY (circle one)	New Castle	Sussex	Kent
BUILDING TYPE (circle one)	Mobile	Single Home	Apartment
BTU (circle one)	8,000	10,000	12,000
A/C TYPE (circle one)	Window	Wall	Fan
ELECTRICAL WORK (circle one)	AMEW	MAEW	NO
DEFERRAL (circle one)	YES	NO	

APPLICANT AND/OR REPRESENTATIVE MUST SIGN TO CONFIRM RECEIPT OF SERVICES

Contractor Signature (Date)

Applicant/Representative Signature (Date)

Print Name

Print Name

Address

Relationship to Applicant (circle one)

SELF SPOUSE CHILD RELATIVE

OTHER (explain) _____

Phone: _____

Age 18 or older (circle one)

Fax: _____

Validated

Verified DOB: _____



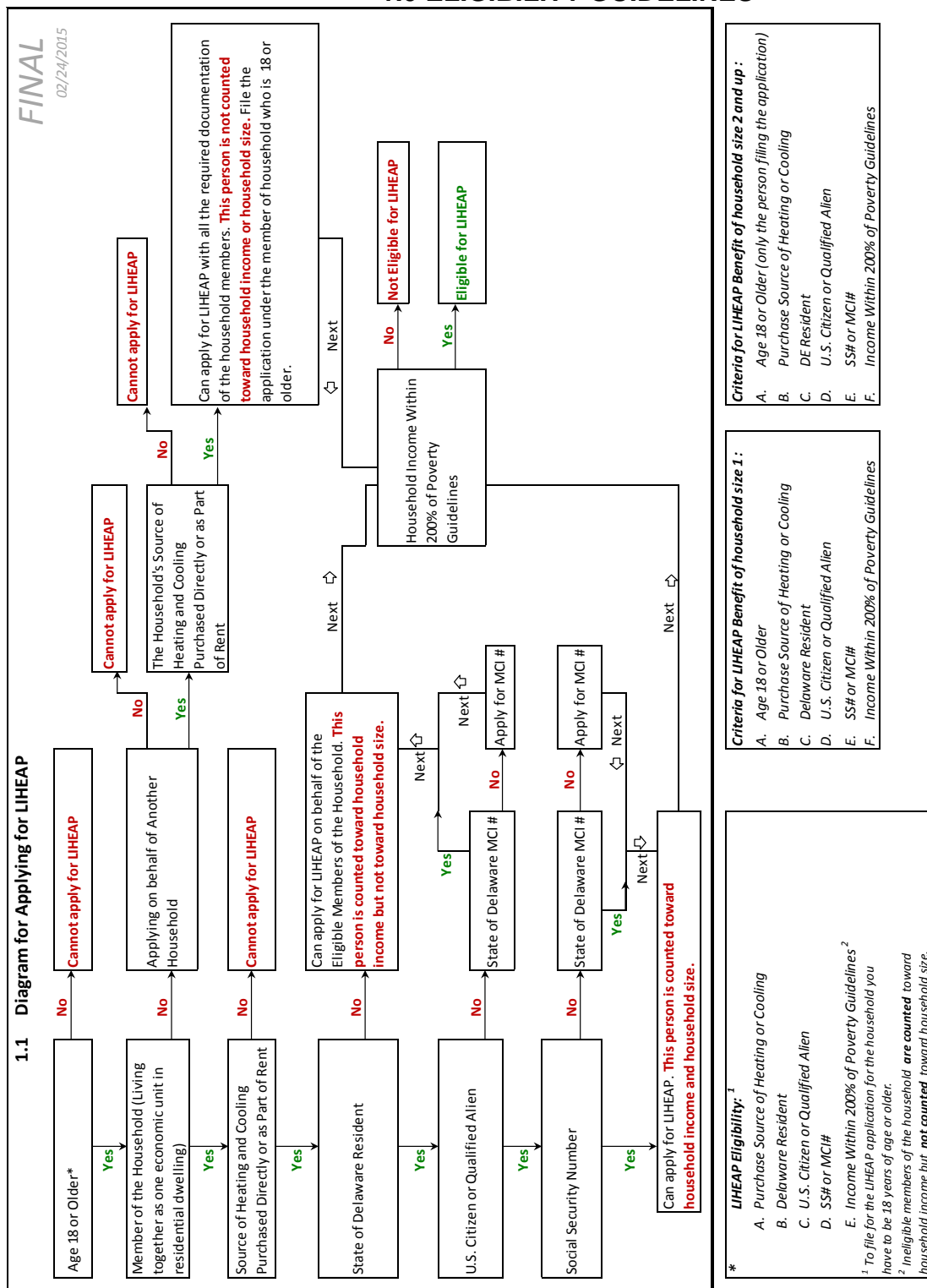
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APPENDIX D

1.0 ELIGIBILITY GUIDELINES





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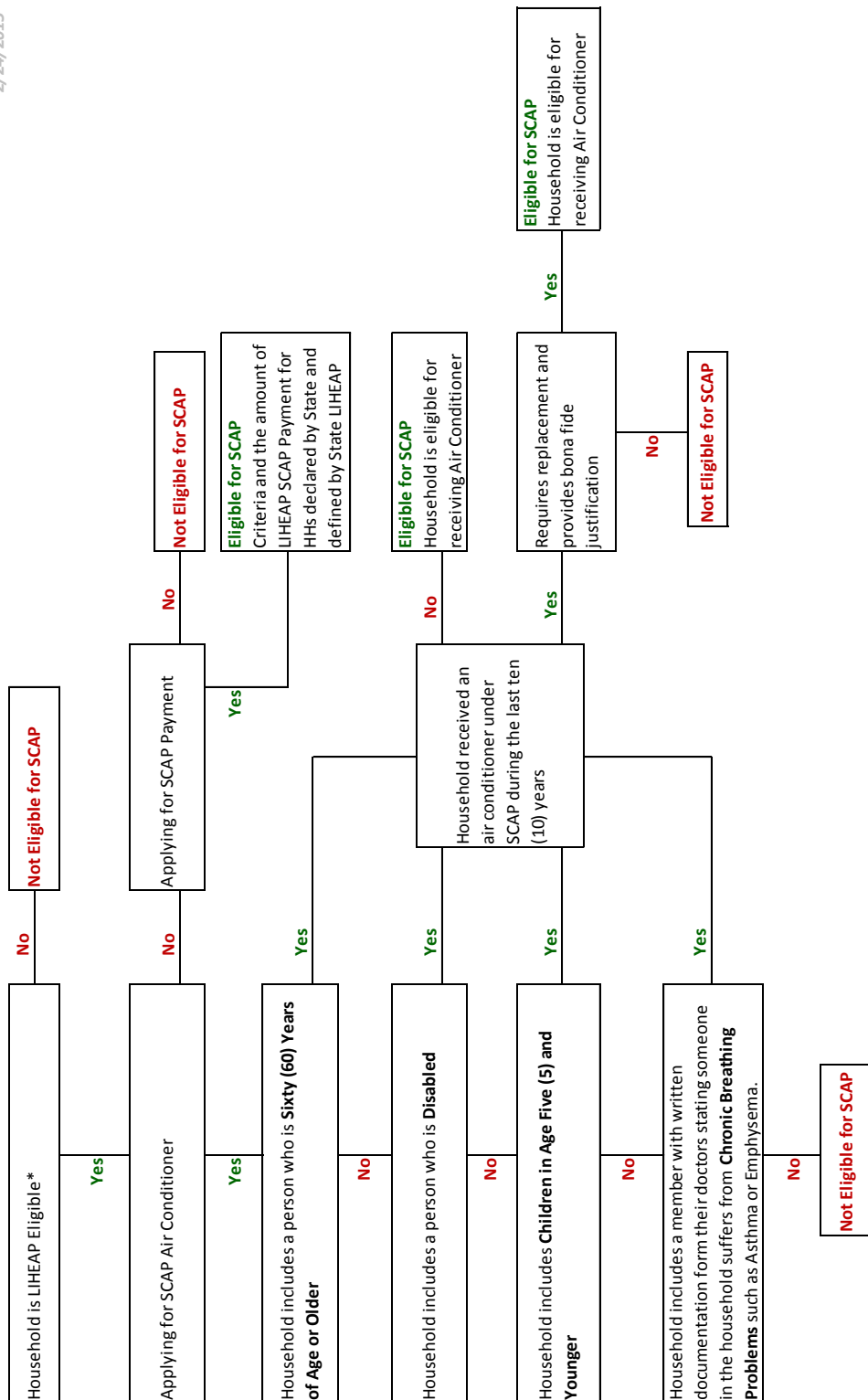
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1.2 Summer Cooling Assistance Program (SCAP) Eligibility Diagram

FINAL

2/24/2015



* LIHEAP Eligibility:¹

- A. Purchase Source of Heating or Cooling
- B. Delaware Resident
- C. U.S. Citizen or Qualified Alien
- D. SS# or MCI#
- E. Income Within 200% of Poverty Guidelines²

¹ To file for the LIHEAP application for the household you have to be 18 years of age or older.

² Ineligible members of the household are counted toward household income but not counted toward household size.



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2.0 INCOME GUIDELINES

Following is an example of Income Eligibility Matrix from 2014. The contractor will be utilizing 2015 Poverty Guidelines and Income Eligibility Matrix, which will be provided by DSSC/OCS.

2014 Poverty Guidelines¹

200% = Maximum Eligibility for DEAP Program

Household Size:								Poverty Level		FO,KERO	NATURAL		
1	2	3	4	5	6	7	8			PROPANE	ELECTRIC	GAS	OTHER
\$2,918	\$3,933	\$4,948	\$5,963	\$6,978	\$7,993	\$9,008	\$10,023	Up to 25%		\$700	\$550	\$500	\$475
\$5,835	\$7,865	\$9,895	\$11,925	\$13,955	\$15,985	\$18,015	\$20,045	Over 25% to 50%		\$675	\$525	\$475	\$450
\$8,753	\$11,798	\$14,843	\$17,888	\$20,933	\$23,978	\$27,023	\$30,068	Over 50% to 75%		\$650	\$500	\$450	\$425
* \$11,670	\$15,730	\$19,790	\$23,850	\$27,910	\$31,970	\$36,030	\$40,090	Over 75% to 100%		\$625	\$475	\$425	\$400
\$14,588	\$19,663	\$24,738	\$29,813	\$34,888	\$39,963	\$45,038	\$50,113	Over 100% to 125%		\$600	\$450	\$400	\$375
\$17,505	\$23,595	\$29,685	\$35,775	\$41,865	\$47,955	\$54,045	\$60,135	Over 125% to 150%		\$575	\$425	\$375	\$350
\$20,423	\$27,528	\$34,633	\$41,738	\$48,843	\$55,948	\$63,053	\$70,158	Over 150% to 175%		\$550	\$400	\$350	\$325
\$23,340	\$31,460	\$39,580	\$47,700	\$55,820	\$63,940	\$72,060	\$80,180	Over 175% to 200%		\$500	\$375	\$325	\$300

* This row represents the baseline of 100% of the Federal Poverty Guideline.

For households with more than 8 members, add \$4,060 for each additional member to the baseline.

Maximum Benefit for clients living in subsidized housing (heat is not in rent) is \$300.

If subsidized rent is greater than \$380/ month; benefit is issued based on the Benefit Matrix.

¹ Published by the U.S. Department of Health and Human Services, in the Federal Register on 22 January 2014, <http://aspe.hhs.gov/poverty/14poverty.cfm>

STATE OF DELAWARE
Department of Health and Social Services

APPENDIX B

BUDGET WORKBOOK

Budget Workbook in Microsoft Excel will be available to providers along with this RFP at
<http://bids.delaware.gov>

A copy of the completed Budget Workbook must be included in a separate file named “Budget Proposal”. The Budget must be submitted in the original EXCEL format.

Complete the required Budget Workbook according to the **Budget Workbook Instructions** provided in **Appendix C** of this RFP.

SALARY WORKSHEET	
Agency:	
Program / Service:	
Contract Period:	October 1, 2015 to September 30, 2016

	October 1, 2015 to September 30, 2016

Contract Period:	October 1, 2015 to September 30, 2016
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[illegible]

BUDGET WORKSHEET

0

0

October 1, 2015 to September 30, 2016

Budget Items	TOTAL	Federal Require Match	LIHEAP Administrative	LIHEAP Program	LIHEAP Assur 16 Admin	LIHEAP Assur 16 Program	CSBG Funds	State Funds	Local Cash In-Kind	Program Income	Other Resources	Administration
C-1 Staff Salaries												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
C-2 Staff Fringe Benefits												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
C-3 Travel/Training (Total)												
Mileage = Rate \$0.40 X Miles	\$0.00								\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00											
Other (specify)	\$0.00											
C-4 Contractual (Total)												
Rent (include cost per sq. ft.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electricity	\$0.00											
Heat	\$0.00											
Telephone/Internet	\$0.00											
Utilities (Other)	\$0.00											
Printing/Advertising	\$0.00											
Postage	\$0.00											
Insurance	\$0.00											
Repairs	\$0.00											
Audit	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
C-5 Supplies (Total)												
Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Program Supplies	\$0.00											
Janitorial Supplies	\$0.00											
Building Supplies	\$0.00											
Medical Supplies	\$0.00											
Meals	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
C-6 Equipment/Other Direct Costs (Total)												
Heating Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Crisis Benefits	\$0.00											
Cooling Electric Benefits	\$0.00											
Air Conditioners (AC)	\$0.00											
AC Delivery	\$0.00											
AC Installation	\$0.00											
AC Storage	\$0.00											
AC Field Inspections (5%)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
C-7 Indirect Costs (Total Salaries w/o fringe x rate)												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
C-8 Total Budget												
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C-9 Total Budget w/o Local Cash / In Kind												
	\$0.00											

\$0
Match Needed
Validation
\$0

BUDGET WORKSHEET SUPPLEMENT

0

0

October 1, 2015 to September 30, 2016

Narrative is **REQUIRED** for each Category where DSSC funds have been allocated on the Budget Worksheet.

C-1 Staff Salaries

Amount charged to DSSC \$0.00

Explain how Staff Salaries were determined and justify any increase from the previous contract year.

--

C-2 Staff Fringe Benefits

Amount charged to DSSC \$0.00

Fringe Benefits Rate 0.00%

Explain how Staff Fringe Benefits were determined and justify any increase from the previous contract year. Show the breakdown of the Fringe Benefit Rate.

Fringe Benefit Classification	Amount	Percent
Federal Insurance Contributions Act		
Workers compensation		
Health Insurance		
Total Fringe Benefits	\$0.00	0.00%

Staff Fringe Benefits - Additional Narrative

--

C-3 Travel / Training

Amount charged to DSSC \$0.00

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Mileage*

Mileage		Rate	\$0.40	Total Mileage =	\$0.00
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Amount charged to DSSC	\$0.00
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* DSSC maximum allowable mileage rate is \$0.40/mile

Training

Amount charged to DSSC	\$0.00
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Other (specify)

Amount charged to DSSC	\$0.00
------------------------	--------

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C-4 Contractual	Amount charged to DSSC	\$0.00
------------------------	-------------------------------	---------------

Amount charged to DSSC \$0.00

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Rent (include cost per sq. ft.)

Rental Location	Sq. Footage being charged to DSSC	Cost Per Sq. Ft.	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Monthly Rent			\$0.00
Total Months Charged to Rent:		Total Rent	\$0.00

Rent - Additional Narrative	Amount charged to DSSC	\$0.00
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Amount charged to DSSC	\$0.00
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Electricity	Amount charged to DSSC	\$0.00
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Amount charged to DSSC	\$0.00
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Heat	Amount charged to DSSC	\$0.00
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Amount charged to DSSC	\$0.00
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Telephone/Internet	Amount charged to DSSC	\$0.00
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Amount charged to DSSC	\$0.00
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C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Utilities (Other)	Amount charged to DSSC	\$0.00
<div></div>		

Printing/Advertising	Amount charged to DSSC	\$0.00
<div></div>		

Postage	Amount charged to DSSC	\$0.00
<div></div>		

Insurance	Amount charged to DSSC	\$0.00
<div></div>		

Repairs	Amount charged to DSSC	\$0.00
<div></div>		

Audit	Amount charged to DSSC	\$0.00
<div></div>		

C-4 Contractual (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Other (specify)	Amount charged to DSSC	\$0.00
-----------------	------------------------	--------

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Other (specify)	Amount charged to DSSC	\$0.00
-----------------	------------------------	--------

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Other (specify)	Amount charged to DSSC	\$0.00
-----------------	------------------------	--------

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Other (specify)	Amount charged to DSSC	\$0.00
-----------------	------------------------	--------

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Other (specify)	Amount charged to DSSC	\$0.00
-----------------	------------------------	--------

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Other (specify)	Amount charged to DSSC	\$0.00
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Additional Contractual Narrative

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C-5 Supplies**Amount charged to DSSC** \$0.00

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Office Supplies**Amount charged to DSSC** **\$0****Program Supplies****Amount charged to DSSC** **\$0.00****Janitorial Supplies****Amount charged to DSSC** **\$0.00****Building Supplies****Amount charged to DSSC** **\$0.00****Medical Supplies****Amount charged to DSSC** **\$0.00**

C-5 Supplies (Continued)

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Meals Amount charged to DSSC \$0.00

Price per Meal # of Meals Total \$0.00

Other (specify) Amount charged to DSSC \$0.00

Other (specify) Amount charged to DSSC \$0.00

Other (specify) Amount charged to DSSC \$0.00

Other (specify) Amount charged to DSSC \$0.00

C-6 Equipment & Other Direct CostsAmount charged to DSSC \$0.00

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Heating BenefitsAmount charged to DSSC \$0.00**Crisis Benefits**Amount charged to DSSC \$0.00**Cooling Electric Benefits**Amount charged to DSSC \$0.00**Air Conditioners (AC)**Amount charged to DSSC \$0.00**AC Delivery**Amount charged to DSSC \$0.00**AC Installation**Amount charged to DSSC \$0.00

C-6 Equipment & Other Direct Costs**(Continued)**

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

AC Storage**Amount charged to DSSC****\$0.00****AC Field Inspections (5%)****Amount charged to DSSC****\$0.00****Other (specify)****Amount charged to DSSC****\$0.00****Other (specify)****Amount charged to DSSC****\$0.00****Other (specify)****Amount charged to DSSC****\$0.00**

Column L Program Income

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Explain how PROGRAM INCOME was determined:

\$0.00

Column M Other Resources

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Explain OTHER RESOURCES:

\$0.00

Column N Administration

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Explain ADMINISTRATION:

\$0.00

C-7 Indirect Costs

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

Explain how INDIRECT COST was determined:

\$0.00

Column K Local Cash & In-Kind

Explain how the following costs were determined, what is included in the costs and justify any increase from previous contract year.

MATCHING FUNDS

****Total Amount of Local Cash/In-kind (Cell K57 of "Budget Worksheet") should equal Total Amount of Match Needed (Cell K60 of "Budget Worksheet"). If the totals do not agree, the amount of Local Cash/In-Kind allocated on the "Budget Worksheet" must be adjusted. Use the areas below to give a detailed description of the Local Cash/In-Kind allocated on the "Budget Worksheet".**

IN-KIND CONTRIBUTIONS

WHERE CONTAINED	
Detailed Description of Revenue Sources Used as Match	Amount
TOTAL	\$0.00

LOCAL CASH

[illegible]

TOTAL AMOUNT OF LOCAL CASH / IN-KIND	\$0.00
MATCH NEEDED	\$0.00

Validation
\$0

FINAL BUDGET

0
0
October 1, 2015 to September 30, 2016

BUDGET ITEMS			BUDGET	
C-1	Staff Salaries		\$0.00	
C-2	Staff Fringe Benefits		\$0.00	
C-3	Travel/Training		\$0.00	
C-4	Contractual		\$0.00	
C-5	Supplies		\$0.00	
C-6	Equipment/Other Direct Costs		\$0.00	
C-7	Indirect Costs (Total Salaries w/o Fringe x Rate)		\$0.00	
C-8	Total Budget (Including Local Cash / In-Kind)		\$0.00	
UNIT COST				
C-9	Total Budget w/o Local Cash / In-Kind		\$0.00	
	Planned Units of Service - FED			
	Planned Units of Service - LIHEAP		0	
	Planned Units of Service LIHEAP - Assurance 16		0	
	Planned Units of Service - CSBG		0	
	Planned Units of Service - State		0	
	Planned Program Income		\$0.00	
	Program Income per Unit of Service		\$0.00	
	Other Resources Provided		\$0.00	
	LIHEAP Resources Needed for Operations		\$0.00	
	LIHEAP Resources Needed for Administrative		\$0.00	
	LIHEAP Resources Needed for Program		\$0.00	
	LIHEAP Resources Needed for Client Services		\$0.00	
	Total LIHEAP Resources Needed w/o Assurance 16		\$0.00	
	LIHEAP Resources Needed for Assurance 16 Admin		\$0.00	
	LIHEAP Resources Needed for Assurance 16 Program		\$0.00	
	Total LIHEAP Resources Needed for Assurance 16		\$0.00	
	Total LIHEAP Resources Needed with Assurance 16		\$0.00	
	Federal Resources Needed		\$0.00	
	CSBG Resources Needed		\$0.00	
	State Resources Needed		\$0.00	
	Total DSSC Resources Needed		\$0.00	
	Total Resources w/o local cash/in-kind		\$0.00	
	Total Resources		\$0.00	

Administrative cost may not exceed 10%
LIHEAP Statute Section 2605(9)(A)

Administrative cost may not exceed 10%
LIHEAP Statute Section 2605(9)(B)

COMPARISON WORKSHEET			
0			
0			
October 1, 2015 to September 30, 2016			
A. Projected Contract Expenses w/o Local Cash / In-Kind	Current Contract	Proposed Contract	Variance
% Line Item Change			
1. Salary		\$0.00	
2. Fringe Benefits		\$0.00	
3. Travel / Training		\$0.00	
4. Contractual		\$0.00	
5. Supplies		\$0.00	
6. Equipment / Other Direct Costs:		\$0.00	
▪ Heating Benefits		\$0.00	
▪ Crisis Benefits		\$0.00	
▪ Cooling Electric Benefits		\$0.00	
▪ Air Conditioners (AC)		\$0.00	
7. Indirect Costs		\$0.00	
8. Expenses covered by Other Resources		\$0.00	
Total Projected Contract Expenses w/o Local Cash / In-Kind	\$0.00	\$0.00	
B. Project Revenue (Funding Sources)			
Total DSSC Funds Requested			
▪ Final Budget LIHEAP Administrative		\$0.00	
▪ Final Budget LIHEAP Administrative		\$0.00	
▪ Final Budget LIHEAP Program		\$0.00	
▪ Final Budget LIHEAP Client Services		\$0.00	
▪ Final Budget LIHEAP Total w/o Assurance 16		\$0.00	
▪ Final Budget LIHEAP Assurance 16 Admin		\$0.00	
▪ Final Budget LIHEAP Assurance 16 Program		\$0.00	
▪ Final Budget LIHEAP Assurance 16 Total		\$0.00	
■ Final Budget LIHEAP		\$0.00	
■ Final Budget Federal		\$0.00	
■ Final Budget CSBG		\$0.00	
■ Final Budget State		\$0.00	
■ Final Budget DSSC Total	\$0.00	\$0.00	
Other Revenue Sources			
■ Other Resources		\$0.00	
■ Project Income		\$0.00	
Total Contract Revenue w/o Local Cash / In-Kind	\$0.00	\$0.00	
C. Units of Service LIHEAP		0	
■ Unit Cost LIHEAP Administrative		\$0.00	
■ Unit Cost LIHEAP Program		\$0.00	
■ Unit Cost LIHEAP Total		\$0.00	
Units of Service Assurance 16		0	
■ Unit Cost Assur 16 Administrative		\$0.00	
■ Unit Cost Assur 16 Program		\$0.00	
■ Unit Cost Assur 16 Total		\$0.00	
Units of Service CSBG		0	
■ Unit Cost CSBG		\$0.00	
Units of Service State		0	
■ Unit Cost State		\$0.00	
Units of Service FED		0	
■ Unit Cost FED		\$0.00	
■ FED Reimbursement Rate		\$0.00	
* Total Contract Revenue must equal Total Contract Expenses			

Unit Cost Contract Budget

Agency: 0
Program/Service: 0
Contract Year: October 1, 2015 to September 30, 2016

LIHEAP Admin	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
LIHEAP Program	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
LIHEAP Total	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
Assurance 16 Admin	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
Assurance 16 Program	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
Assur 16 Total	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
CSBG	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
State	
A. Unit Cost	\$0.00
B. Planned Service Units	0
C. Total Resources Needed	
a. Maximum DSSC Resources (A x B)	\$0
FED (Programs with Program Income)	
A. Unit Cost	\$0.00
B. Program Income per Unit of Service	\$0.00
C. DSSC Reimbursement Rate (A - B)	\$0.00
D. Planned Service Units	0
E. Total Resources Needed:	
a. Maximum DSSC Resources (C x D)	\$0
b. Program Income (B x D)	\$0
c. 10% Matching Funds	\$0.00
(E.a) ÷ 0.9 - (E.a)	
Total Contract Amount	
	\$0

STATE OF DELAWARE
Department of Health and Social Services

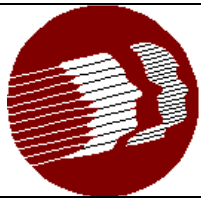
APPENDIX C

BUDGET WORKBOOK INSTRUCTIONS



Revision Table

Revision Date	Sections Revised	Description
05/01/2014		Original Version 1.0
03/15/2015		Version 2.0



1. Definitions

- 1.1 This budget workbook is a standardized format for all DSSC/OCS contracts.
- 1.2 The budget is an Excel workbook. The workbook consists of:
 - 1.2.1 Salary Worksheet;
 - 1.2.2 Budget Worksheet;
 - 1.2.3 Budget Worksheet Supplement;
 - 1.2.4 Final Budget;
 - 1.2.5 Comparison Worksheet;
 - 1.2.6 Unit Cost Contract Budget – when applicable.
- 1.3 Portions of the budget workbook and its worksheets are automated. Some items are calculated by the worksheet and some are transferred from other areas of the worksheet and workbook. As a result, the Salary and Budget worksheets require the most entries and time. Questions should be directed to the DSSC/OCS program manager.
- 1.4 A complete budget workbook must be submitted for each service. Save and rename a copy of the budget workbook file for each service.
- 1.5 It is useful to keep a running list of fixed and variable costs. Fixed costs are those that remain the same as units of service increase or decrease. Variable costs change as the units of service increase or decrease.
- 1.6 Develop a methodology for allocation of costs to each funding stream. This will speed the completion of the salary, fringe benefit and budget worksheets. In reviewing the budget proposal, DSSC/OCS may ask for an explanation of the methodology.
- 1.7 When a worksheet is printed, the validation column will not print.
- 1.8 Funding stream refers to the source of funds for each service/program.
 - 1.8.1 Older Americans Act (OAA): includes federal Older Americans Act funds, such as Title III, federal NSIP and state funds administered in conjunction with the OAA funds.
 - 1.8.2 SSBG: federal Social Services Block Grant funds and state funds administered in conjunction with the SSBG funds.
 - 1.8.3 CSBG: federal Community Services Block Grant funds provided by the US Department of Health & Human Services.
 - 1.8.4 LIHEAP: federal Low-Income Home Energy Assistance Program Block Grant provided by the US Department of Health & Human Services.
 - 1.8.5 State: legislative appropriations to DSSC.
 - 1.8.6 Tobacco: funds available to DSSC from the Tobacco Settlement Agreement.
 - 1.8.7 USDA: commodity foods made available by the US Department of Agriculture.
 - 1.8.8 Local Cash: funds from local sources such as town/city/county government, United Way, and foundations. State Grant-In-Aid is considered local cash.
 - 1.8.9 In-kind: non-cash contributions provided by third parties and the contractor. Third party and contractor in-kind contributions may be in the form of staff time, real property, equipment, supplies and other expendable property, and the value of goods and services directly benefiting and specifically identifiable to the project or program.
 - 1.8.10 Program Income: participant contributions, donations and fees; payments from staff and guests for the full cost of meals consumed; income earned from contract supported activities, such as the sale of arts and crafts, bazaars, dinners, dances, and any other fund-raising activity supported by contract funds; interest income earned from program funds.
 - 1.8.10.1 Budgeting Program Income: In this budget process, program income is built into the budget. A reasonable estimate of the program's program income must be made at the beginning of the process. The estimate is based on the agency's program income history. If the trend over each of the last three years has been an increase of 5% per year, use that percent in your estimations. If total program income has gone up and down over the last 3 -5 years, use the 3-5 year average as the basis for the estimate.
- 1.9 Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a particular program/service. These costs are grouped into common pool(s) and distributed to benefiting activities by a cost allocation process.



- 1.10** Direct costs are costs that can be identified specifically with a project and therefore are charged to that project. The accounting system records these costs as they are incurred within the series of accounts assigned for that purpose and further distribution is not required.
- 1.11** Administrative costs are those costs of doing business which are not direct service costs. For example, the salary of the "project director" is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.

2. Instructions for Completing the DSSC Contract Budget Workbook

- 2.1** Each service must have its own budget workbook.
- 2.2** The program manager will provide additional instructions as appropriate.
- 2.3** Before beginning – save the budget workbook file with a new name for each service/program.
- 2.4** **OAA** programs must complete the "Local Cash/In-kind" and "Program Income" columns. The Local Cash/In-kind column must reflect the required 10% local match or as negotiated for Title V contracts.
- 2.5** **OAA** programs must complete the "Matching Funds" portion of the "Budget Worksheet Supplement".
- 2.6** **CSBG, SSBG and LIHEAP** programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds" portion of the "Budget Worksheet Supplement".
- 2.7** **State and Tobacco** funded programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds" portion of the "Budget Worksheet Supplement".
- 2.8** **LIHEAP** programs must complete the "LIHEAP Program Funds" and "LIHEAP Administrative Funds" columns. LIHEAP Administrative and Program Costs must reflect Delaware definitions of these LIHEAP costs and their restrictions.
- 2.9** If **LIHEAP** programs are requesting Assurance 16 funds, then "LIHEAP Assur 16 Administrative Funds" and "LIHEAP Assur 16 Program Funds" columns must be completed.
- 2.10** State and Tobacco funded programs do not complete the "Local Cash/In-kind" and "Program Income" columns and the "Matching Funds" portion of the "Budget Worksheet Supplement".
- 2.11** No entries are needed or permitted in the areas shaded light blue or purple, pale yellow/beige or orange.
- 2.12** The orange column on the Salary Worksheet is the validation column. The values in this column should be zero or negative. If the values are positive, then more funds have been requested for the positions than allowed according to the time the positions spend on the project.
- 2.13** The three (3) grey columns on the right side of each worksheet are for provider use. This information does not need to be transmitted to DSSC.

3. Salary Worksheet

- 3.1** The first step in the development of the budget is to complete the Salary Worksheet.
- 3.2** In the boxes provided at the top of the page, enter the Agency Name, Program/Service and Contract Period for this budget. The contract period should be entered in a month/day/year format (ex. July 1, 20XX to June 30, 20XX; October 1, 20XX to September 30, 20XX, etc.).

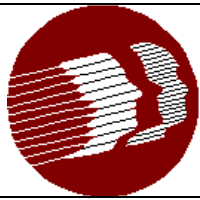
Column

- 3.3** A. Name of Staff In this Column list the name of each person scheduled to work on the project. If this is a new position or currently a vacant position, put "To Be Hired" in this Column.

Group the staff into two sections:

- DIRECT STAFF: (intake staff, staff providing the services to the clients under this contract, etc.).
- INDIRECT STAFF: (support staff, staff that is not directly providing the services but are necessary for the overall operation of the agency that provides the services under this contract, like accounting, CEO, etc.).

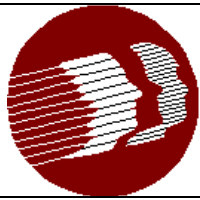
- 3.4** B. Title/Position In this Column, enter the title or position of each person.



- 3.5 C. Project Hours** Enter the **total number of hours per week** each individual is scheduled to work **for this project only**.
- For example**, if the person is a full-time employee who works 40 hours per week but is scheduled to work only 20 hours per week for this particular project, enter 20 hours for this person.
- 3.6 D. Total Hours** Enter the **total number of hours per week** each individual is scheduled to work **for the agency** in all activities or projects. This number may be more than the number of project hours.
- For example**, if the individual is a part time employee in your agency, enter the total number of hours that employee is on the payroll – if a person works 20 hours per week enter 20 hours. If the employee works 20 hours per week on this project but is a full-time employee of the agency with 40 hours per week schedule, enter 40 hours for this person.
- 3.7 E. Annual Salary** Enter the **total annual salary** for each individual. This may be more than the salary paid from project funds. For positions “To Be Hired”, enter the salary to be paid from the estimated time of hire until the end of the contract year.
- The annual salary is the payment for the total number of hours the employee works for the agency as a whole, not just for this contract.**
- 3.8 F. % of Time on Project** This is the percent of the individual’s total work time that is spent on this project. The percentage is automatically calculated (Project Hours/Total Hours).
- 3.9 G-O. Salary Breakouts** In Columns G through O, indicate the dollar amount of salary paid from each funding stream used in this contract, as appropriate. The individual’s salary may be paid from just one funding stream or more than one. For example, part of salary is paid with Federal funds and the balance by State funds.
- 3.10 P. Total Contract Salary** This Column calculates sum of Columns G through O.
- 3.11 Q. Validation** This Column calculates from Columns E and F using the formula $E \times F$ and must equal the sum of Columns G through O on each line. The values in each line of this Column should be zero or negative. If the value is positive in any line, then more funds have been requested for this particular position in this line than it should receive according to the time the specific position spends on the project.

Line

- 3.12 Line 61 Totals** The totals are automatically calculated for each Column.
- In Column Q the positive total value will change the cell Q61 red to warn that funds requested for salaries exceed the allowed amount according to the data entered in Columns C, D, E and G through O.



- 3.13** Line 62
Fringe Benefits
Column F

Enter the percentage that fringe benefits are of salaries in Cell F62. The amount each funding stream pays for fringe benefits is calculated automatically.

On the Budget Worksheet Supplement C-2 Staff Fringe Benefits, provide detail on the items included in the fringe benefits and the percent each item is of total fringe benefits.

- 3.14** Line 63
Indirect Costs
Column F

Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers.

If the agency wants to charge an indirect cost, it must have a federally approved indirect cost rate. A copy of the federal approval must be submitted with this application. An approved indirect cost rate must be applied to gross salaries and wages only.

If the funding stream has been divided into two columns with administrative and program costs, no entry should be made in this cell.

- 3.15** Line 62 & Line 63
Columns G-O

These values are calculated using the percentage entered in Column F times the total salaries paid by each funding stream. These values are automatically calculated.

- 3.16** Line 64
FTE's

Calculates Full Time Equivalence from all the project hours entered on the Salary Worksheet.

4. Budget Worksheet

**Budget
Note:**

Worksheet

Sections C-1 and C-2 are automatically imported from the Salary Worksheet. For sections C-3 through C-9, no entries are needed or permitted in the light blue or purple, pale yellow/beige and orange shaded areas.

- 4.1** Administration Column

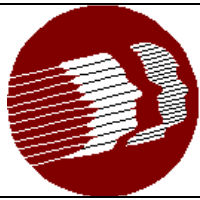
In this column enter the dollar value of the administrative cost included in the "Total" column for each line item. Administrative costs are those costs of doing business which are not direct service costs.

If the funding stream has been divided into two columns with administrative and program costs, no entry should be made in this column for any line item.

If the agency has an indirect cost rate, no entry should be made in this column for any line item that is included in the indirect cost rate.

- 4.2** Other Resources
Column

If the agency is utilizing other resources to cover the expenses of this program, enter the dollar value of each additional resource that is going to be utilized for this line item.



4.3 Section C-3

Travel and Training Expenses

4.3.1 Line 12

Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.

4.3.2 Line 13
Mileage

Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed DSSC's maximum allowable of forty cents (\$0.40) per mile. If an agency chooses to exceed the DSSC maximum, it may do so as long as the amount over the maximum is paid by the agency from local or other sources.

Enter the value of the total number of miles multiplied by the reimbursement rate under appropriate funding stream(s), Columns D through L.

Use the Budget Worksheet Supplement C-3 Mileage to identify the quantity of the miles that the agency is projecting to use.

For example, if agency projects 100 miles to be driven by the staff under this project, then enter $100 * \$0.40 = \40.00 .

4.3.3 Line 14
Training

Enter the cost of staff training for this project under appropriate funding stream(s).

4.3.4 Line 15
(Other specify)

Use this line if you need to specify additional Travel or Training Cost. In the Column B, instead of Other (specify), enter the name of the travel or training budget line item and enter the cost of that line item under appropriate funding stream(s).

4.4 Section C-4

Contractual

4.4.1 Line 16

Line 16 is the sum of Lines 17 through 32. The values for this line are automatically calculated.

4.4.2 Line 17
Rent

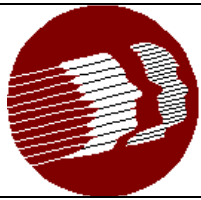
Enter the cost of space rental under appropriate funding stream(s). Use the Budget Worksheet Supplement C-4 Rent to identify each space rented, the square footage and the cost per square foot.

4.4.3 Lines 18-24
Electricity
Heat
Telephone/Internet
Utilities (Other)
Printing/Advertising
Postage
Insurance
Audit

Enter the cost for each line item under appropriate funding stream(s).

4.4.4 Line 25
Repairs

Enter the cost of repairs under appropriate funding stream(s). Use the Budget Worksheet Supplement C-4 Repairs to describe the proposed repairs and the need for them.



- 4.4.5** Line 26
Audit
- Enter the cost of Audit under appropriate funding stream(s). Use the Budget Worksheet Supplement C-4 Audit to describe what audit fees and what percent of the audit fees agency is allocating to the project expense.
- 4.4.6** Lines 27-32
Other (specify)
- Use this line if you need to specify additional Contractual Costs. In the Column B, instead of Other (specify), enter the name of the contractual budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.5** **Section C5** **Supplies**
- 4.5.1** Line 33
- Line 33 is the sum of the lines 34 through 43. The values for this line are automatically calculated.
- 4.5.2** Lines 34-39
Office Supplies
Program Supplies
Janitorial Supplies
Building Supplies
Medical Supplies
Meals
- Enter the cost for each line item under appropriate funding stream(s).
- 4.5.3** Lines 40-43
Other (specify)
- Use this line if you need to specify additional Supplies Costs. In the Column B, instead of Other (specify), enter the name of the supply budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.6** **Section C6** **Equipment/Other Direct Costs**
- 4.6.1**
- If existing equipment is being used as match, it should be shown as a cost under In-Kind. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.
- 4.6.2**
- If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
- 4.6.3** Line 44
- Line 44 is the sum of lines 45 through 55. The values for this line are automatically calculated.
- 4.6.4** Lines 45-47
Heating Benefits
Crisis Benefits
Cooling Benefits
- Enter the total dollar amounts for each benefit payment category under appropriate funding stream(s). These amounts are usually determined by OCS and communicated to the contractor during the budget negotiations. These line items should be completed by the agencies when they have been directed to do so by the OCS.
- 4.6.5** Lines 48-52
Air Conditioners (AC)
AC Delivery
AC Installation
AC Storage
AC Field Inspections
(5%)
- Enter the cost for each line item under appropriate funding stream(s). These budget line items should be completed by the agencies who apply for the LIHEAP SCAP A/C funds.



- 4.6.6** Lines 53-55
Other (specify) Use this line if you need to specify additional Equipment/Other Direct Costs. In the Column B, instead of Other (specify), enter the name of the direct cost budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.7** Section C7 **Indirect Costs (Total Salaries w/o fringe x rate)**
Section C-7 is automatically imported from the Salary Worksheet.
- 4.8** Section C8 **Total Budget**
Line 57 is the sum of lines 10,11,12,16,33, and 56. The values for this line are automatically calculated.
- 4.7** Section C9 **Total Budget Without Local Cash or In-kind**
This value is automatically calculated by the worksheet.
- 4.8** Match Needed
Cell K60 This value shows the amount of match needed.
- 4.9** Local Cash &
In-Kind Validation
Cell K63 The Total Amount of Local Cash/In-kind (Cell K57) must equal to the Total Amount of Match Needed (Cell K60). The validation cell must be equal to zero. If it is not zero, too much or too little money has been allocated and the amount of Local Cash & In-Kind on the Budget Worksheet must be adjusted.

5. Budget Worksheet Supplement

**Budget Worksheet
Supplement Note:**

For each section of the Budget Worksheet, use the Budget Worksheet Supplement to explain how a particular cost was calculated, explain why a certain cost is necessary or provide more information to clarify items in "Other Specify". This is the budget justification & narrative.

The amount allocated to DSSC for each Section will appear to the right of each Section heading on the Budget Worksheet Supplement.

- 5.1 C1 Staff Salaries**
Explain how staff salaries were determined and allocated to this project. Explain any increases/decreases in salaries from the previous contract with the State.
- 5.2 C2 Staff Fringe Benefits**
In the Additional Narrative Section, explain how the fringe benefits were determined. Explain any increase/decrease in fringe benefits from the previous contract with the State. Provide detail on the items included in the fringe benefits, and the percent and dollar amount of each item.



Budget Workbook Instructions v.2.0

Complete the Fringe Benefits Classification table and make sure that the total percent and dollar amount match with the values provided on the Salary Worksheet.

Example: Agency enters 25% for Fringe Benefit Rate in the Salary Worksheet Cell F62, which totals \$50,000. In the Budget Worksheet Supplement, the benefits are broken down as follows:

Fringe Benefit Classification	Amount	Percent
FICA	\$16,000	8%
Health Insurance	\$24,000	12%
Workers Compensation	\$10,000	5%
Total Fringe Benefits	\$50,000	25%

5.3 C3

Travel/Training

5.3.1 Travel

Explain Mileage in the Narrative Portion and enter the quantity of the estimated miles for this program into the Mileage cell. Please make sure that the dollar value in Total Mileage matches with the total amount given for Mileage on Budget Worksheet Line 13.

Example: $\text{Mileage} \times 0.40 (\text{DSSC Max}) = \text{Total}$

Mileage **4,000.00** Rate **\$0.40** Total Mileage = **\$1,600**

5.3.2 Training

For the training narrative please give a detailed description of the training allocated on the Budget Worksheet.

5.3.3 Other (Specify)

Identify and explain the cost.

5.4 C4

Contractual

5.4.1 Rent

Identify the square footage and the cost per square foot for **each space rented**.

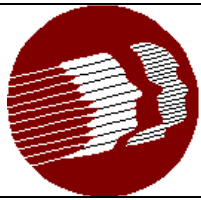
Example: $\text{Sq. Footage} \times \text{Cost/sq. ft.} = \text{Total}$
 $2000 \text{ sq. ft.} \times \$10/\text{sq. ft.} = \$20,000$

In Cell called "Total Months Charged to Rent" enter the total months included in the contract. If this budget is for the entire year, the total months entered should be twelve (12). If this contract budget is for a shorter or longer period than a year, agency must enter the total months included in the budget.

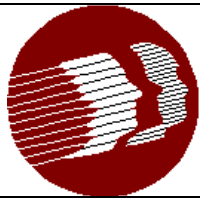
In the Additional Narrative portion, please explain how the rent was determined and allocated to the project.

5.4.2 Electricity Heat Telephone/Internet Utilities (Other) Printing/Advertising Postage Insurance

Explain how these costs were determined and allocated.



- 5.4.3** Repairs Describe the proposed repairs and the need for them.
- 5.4.4** Audit Explain how these costs were determined and allocated to the program.
- 5.4.5** Other (Specify) Identify and explain each cost.
- 5.5 C5 Supplies**
- 5.5.1** Office Supplies
Program Supplies
Janitorial Supplies
Building Supplies
Medical Supplies Explain how these costs were determined and allocated.
- 5.5.2** Meals Enter Price per Meal and number of Meals into dedicated cells. Explain how these costs were determined and allocated. Make sure that total dollar amount matches with the value given on Budget Worksheet Line 39
- 5.5.3** Other (Specify) Identify and explain each cost.
- 5.6 C6 Equipment & Other Direct Costs**
- If existing equipment is being used as match, it should be shown as a cost. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.
- If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
- 5.6.1** Heating Benefits
Crisis Benefits
Cooling Electric Benefits Explain how these costs were determined and allocated.
- 5.6.2** Air Conditioners (AC)
AC Delivery
AC Installation
AC Storage
A Field Inspections (5%) Explain how these costs were determined and allocated.
- 5.6.3** Other (Specify) Identify and explain each cost.
- 5.7 Column L Program Income**
- Explain how Program Income was determined.
- 5.8 Column M Other Resources**
- Explain what the other resources are and how they are allocated to this project.



5.9 Column N

Administration

Explain the allocations in this column.

5.10 C7

Indirect Costs

Explain how Indirect Cost was determined.

5.11 Column K

Local Cash & In-Kind

Older Americans Act funds may be used for no more than 90% of the program/service cost. Local resources must be used for 10% (or as negotiated for Title V) of program/service costs.

5.11.1 In-Kind Contributions

Enter the source and value of each in-kind resource used as match on the budget worksheet. If volunteers are used as an in-kind resource, refer to policy X-G-2 for additional instructions.

5.11.2 Local Cash

Enter the source and the amount of all cash used for match on the budget worksheet.

6. Final Budget

Final Budget Note:

The final budget imports the values from the Budget Worksheet except for units of service.

6.1 Cost Reimbursement Contracts

All needed information has been imported from the Budget Worksheet. Do not enter any additional information.

6.2 Unit Cost Contracts

For each funding stream, enter the planned number of service units to be provided. The unit cost and /or reimbursement rate is calculated by the form.

For example, for LIHEAP SCAP A/C program agency would enter the quantity of air conditioners it expects to purchase, deliver, and install under this contract. For LIHEAP Assurance 16, the agency would enter the amount of outreach materials it plans to distribute.

(This step does not apply to all contracts.)

7. Comparison Worksheet

7.1 Current Budget

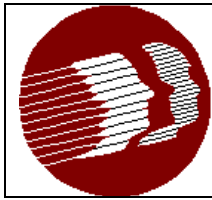
In this column enter the budgeted amounts for each item for the current contract year. The values should come from the current executed contract.

Note:

If the budget workbook is being completed for a new contract or an RFP, no entries are required. DO NOT enter amounts for current contract year.

7.2 Proposed Budget

No entries are required. The entries are automatically completed.



7.3 Variance

No entries are required. This column automatically calculates the percent change.

8. Contract Budget Worksheet

(Unit Cost Contract Budget)

No input is required on the Contract Budget Worksheets.

The totals on the Contract Budget Worksheets may not agree with the totals on the Final Budget Worksheet. The Contract Budget Worksheets adjust the total so that the amount of the total contract will reflect an even amount of service units.

For Example: Total contract on the Final Budget Worksheet = \$200,037
Reimbursement rate is \$50 and service units are 4,000
 $\$50 \times 4,000 = \$200,000$

The Maximum DSSC resource will be adjusted to \$200,000 on the Contract Budget Worksheet.

Adjustments should be made on the Salary Worksheet and/or the Budget Worksheet in order to make these worksheets and the Contract Budget Worksheet agree.

STATE OF DELAWARE
Department of Health and Social Services

APPENDIX D

DHSS CONTRACT BOILERPATE



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:

Name

Title

Date

For the Department:

Rita M. Landgraf
Secretary

Date

For the Division:

Director

Date

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.

Additional Requirements

- 1) The Contractor agrees to comply with all policies and procedures contained within the Contract.
- 2) The Contractor agrees to meet or exceed all minimum service standards as indicated in the Statement of Work for the contracted service.
- 3) This agreement is subject to the availability of State and/or Federal funds.
- 4) The Contractor agrees to submit reports as required by the Division of State Service Centers (DSSC) on the due dates as specified in the contract. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
- 5) The Contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.

- 6) If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
- 7) The Contractor agrees to acknowledge the Division of State Service Centers, Office of Community Services, as a funding source in all publicity about the project.
- 8) For Federal funded programs, <http://www.hhs.gov/forms/HHS690.pdf> (Assurance of Compliance) is incorporated by reference and made part of this agreement.
- 9) No part of any funds under this contract shall be used to pay the salary or expenses of any Contractor or Agent acting for the Contractor, to engage in lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
- 10) Any funds paid by the Division to the Contractor, in excess of actual expenditure, incurred and paid by the Contractor, must be returned to the Division.
- 11) Any changes in the line items of a contract budget must be in compliance with the contractual obligations and Divisional and Federal Policy. Non-compliance will result in a disallowed cost and audit findings.
- 12) The Contractor agrees to list the DSSC as a Certificate Holder on their current Insurance Certificate, as required by the Department.
- 13) The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.
- 14) The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.