

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
SENIOR COMPANION PROGRAM  
ISSUED BY DIVISION OF STATE SERVICE CENTERS  
CONTRACT NUMBER HSS 20-021**

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**I. Overview**

The State of Delaware Department of Health and Social Services, seeks professional services to operate the Senior Companion Program in the State of Delaware. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

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

Public Notice	Date: <a href="#">March 27, 2020</a>
Deadline for Questions	Date: <a href="#">April 10, 2020</a>
Response to Questions Posted by:	Date: <a href="#">April 29, 2020</a>
Deadline for Receipt of Proposals (Time)	Date: <a href="#">May 20, 2020</a> at 11:00 AM (Local Time)
Estimated Notification of Award	Date: <a href="#">June 20, 2020</a>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the

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applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has been scheduled for **April 16, 2020 at 10:00 am** at the Herman M. Holloway Sr. Campus, Main Administration Building, Conference Room 301, 1901. North Dupont Highway, New Castle, Delaware. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

**To ensure meeting space will accommodate those desiring to attend, it is requested that bidders limit representation to two (2) individuals. Bidders should RSVP to [DHSS DMS dmsprocure@delaware.gov](mailto:DHSS_DMS_dmsprocure@delaware.gov)**

## **II. Scope of Services**

Delaware Department of Health and Social Services (DHSS), the largest cabinet department, was created in 1970. Its 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. There are 11 Divisions within DHSS plus the Office of the Secretary, which integrates the activities of separate divisions/units.

The Division of State Service Centers (DSSC) helps people in crisis find the information they need, when they need it most. The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.

The goals of this Division of State Service Centers are to:

- Target and provide services and resources to those individuals and families in greatest need.
- Effectively use public and private resources to mitigate the causes and conditions of poverty in Delaware.
- Deliver high impact services that support and meet the expectations of all our internal and external customers and stakeholders, this to better advance our mission in the present, with an eye toward the future.
- Increase access to information regarding services via effective communication networks and increased technological capacity.

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- Ensure operational effectiveness, efficiency and excellence for all DSSC programs.

DSSC houses the Office of the Division Director, Office of Support Services, Family Support Services, State Office of Volunteerism, and the Office of Community Services.

The State Office of Volunteerism (SOV) helps state and non-profit agencies with volunteer programs through technical assistance, training, public relations and assistance with volunteer recognition programs. The SOV recognizes the contributions of volunteers via annual events. The State Office of Volunteerism supports and works in collaboration with the Governor's Commission on Community and Volunteer Service. The following programs are administered by the State Office of Volunteerism: AmeriCorps National Service and VISTA Programs, the Foster Grandparents Program, Volunteer Delaware, and Volunteer Delaware 50+. Additionally, the SOV administers the Senior Companion Program, services of which are provided on a contractual basis with non-profit, community-based agencies.

Delaware Department of Health and Social Services, Division of State Service Centers, State Office of Volunteerism (The Department) has developed this Statement of Work (SOW) which covers the administration of the Senior Companion Program), included in **Appendix B** 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

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work (Appendix B) and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. 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 bid solicitation, Section V, Item 8, subsection g (insurance).
5. Bidder shall **list all contracts awarded to it or its predecessor firm(s)** by the State of Delaware during the last three years, by the State Department, Division, Contact Person (with address/phone number), period of performance and amount. In addition, Bidder shall list any contract awarded to it or its predecessor firm(s) by the State of Delaware during the past ten (10) years if such contract was terminated by the State

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for cause and shall include an explanation of the circumstances of such termination (**Attachment 10**).

6. Bidder shall list all active litigations, regardless of jurisdiction, in which it, or its officers are named parties.
7. The Evaluation/Selection Review Committee will consider any information provided pursuant to these requirements and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. **Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.**

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise (recruitment and retention of volunteers to serve senior citizens)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability

**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](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

**3. Assistance to Vendors with a Disability**

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

**4. 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.

**Ann Gorrin  
Volunteer Services Administrator**

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**Division of State Service Centers**  
**546 South Bedford Street**  
**Georgetown, DE 19947**  
[ann.gorin@delaware.gov](mailto:ann.gorin@delaware.gov)

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.

**5. 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.

**6. 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. 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.

**7. 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.

**8. 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;
- d. Has violated contract provisions such as;
  - 1) Known 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

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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. Each proposal must be submitted with **four (4)** paper copies and **three (3)** electronic copy on CD or DVD media disk. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on May 20, 2020**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones**  
**Purchasing Services Administrator**  
**Department of Health and Social Services**  
**Procurement Branch**  
**Main Admin Bldg., Sullivan Street**  
**2<sup>nd</sup> floor –Room #257**  
**1901 N. DuPont Hwy**  
**Herman Holloway Campus**  
**New Castle, DE 19720**  
[dhss\\_dms\\_dmsprocure@delaware.gov](mailto:dhss_dms_dmsprocure@delaware.gov)

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS 20-021” on the outside of the bid submission package.**

**Bidder name should also be clearly visible on the outside of the package.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. 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**

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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 **June 30, 2023**. 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 in the presence of 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. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**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**

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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.

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.



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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. Price Not Confidential**

Vendors shall be advised that as a publicly bid contract, no Vendor shall retain the right to declare their pricing confidential.

**13. 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. 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.18 regarding multiple source contracting.

**b. Sub-contracting**

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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 State of Delaware.

**c. Multiple Proposals**

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

**14. 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 State of Delaware.

**15. 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.

**a. RFP Question and Answer Process**

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **April 10, 2020**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **April 29, 2020**. 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.

Section number

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Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**16. 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.

**17. 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.

**18. 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.

**19. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

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**20. Supplemental Solicitation**

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

**21. 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.

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

**22. 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](http://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.

**23. 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.

**24. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**25. 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.

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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.

**26. 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. **State of Delaware terms will take precedence.**

**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](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). 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 **Division Director** who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), 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-

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conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- 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.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:
  - Needs of the Division
  - Funding availability

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
The qualifications and experience of the persons to be assigned to the project.	20
Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	20
Safety performance record, for staff and patrons, creating, building and running similar projects.	15
References	10
Potential income projection, substantiated by prior project management of similar scope and content.	15
Pricing	20
<b>Total</b>	<b>100%</b>

<b>Bidders must circle Yes or No to the following questions and include the answers in their response.</b>	
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1) Does the bidder have a Supplier Diversity plan currently in place?	Yes/No
2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?	Yes/No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes/No
<b>Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.</b>	

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.

**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.



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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.

## **V. 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 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 and in no way places any obligation upon the awarded vendor(s).

### **3. As a Service Subscription**

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

### **4. 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.



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- 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.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

**5. 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.

**6. 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

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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.

**7. 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.

**8. 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.

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

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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. ACA Safe Harbor**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

**d. 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

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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.

**e. Notice**

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

**Ann Gorrin  
Volunteer Delaware 50+  
546 South Bedford St  
Georgetown, DE 19947**

**f. 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.

**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:

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

**g. 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 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. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.
  - a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
  - b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
  - c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
    1. \$1,000,000 combined single limit each accident, for bodily injury;
    2. \$250,000 for property damage to others;

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3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

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Division of State Service Centers  
Contract No: HSS-20-021  
Ann Gorrin  
Volunteer Delaware 50+  
546 South Bedford Street  
Georgetown, DE 19947

Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought

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as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. 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.

**i. BID BOND**

**There is no Bid Bond Requirement.**

**j. PERFORMANCE BOND**

**There is no Performance Bond requirement.**

**k. 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.

**l. 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.

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**m. 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.

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%).

**n. Liquidated Damages**

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

**o. Dispute Resolution**

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, the Division of State Service Centers elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Division of State Service Centers reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**p. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 8.o above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

**q. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by the Division of State Service Centers.



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**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 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.

**r. 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,

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regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

**s. 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.

**t. 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.

**u. 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 Division of State Service Centers.

**v. 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.

**w. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#), 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

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check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

**x. 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:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

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. 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.

**y. Drug Testing Requirements for Large Public Works**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

**z. Work Product**

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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.

**aa. 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.

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

**cc. 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.

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**dd. Assignment Of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**ee. 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.

**ff. 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.

**gg. 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.

**hh. IRS 1075 Publication (If Applicable)**

**1. Performance**

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In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

## **2. Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

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These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10 ) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

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### 3. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

#### ii. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.



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11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](https://esupplier.erp.delaware.gov) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS 20-021** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. 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 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.

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**VII. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Lists of Contracts with the State of Delaware
- Appendix A – Minimum Mandatory Submission Requirements
- Appendix A1 – Divisional Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Business Proposal Requirements
- Appendix D- Professional Services Agreement (Contract Boilerplate)

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**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- 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.

**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 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to **Ann Gorrin**, [ann.gorrin@delaware.gov](mailto:ann.gorrin@delaware.gov), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in 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.

Reporting is required by Executive Order.

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

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during

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the covered periods shall result in a report even if the contract has expired by the report due date.

**The balance of this page intentionally left blank**

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**Attachment 1**

**NO PROPOSAL REPLY FORM**

Contract No. **HSS 20-021**

Contract Title: **The Senior Companion Program**

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.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

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Department of Health and Social Services  
Division of State Service Centers

**Attachment 2**

**CONTRACT NO.:** HSS 20-021  
**CONTRACT TITLE:** The Senior Companion Program  
**DEADLINE TO RESPOND:** May 20, 2020 at 11:00 AM (Local Time)

**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, Division of State Service Centers

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, Division of State Service Centers.

COMPANY NAME \_\_\_\_\_ Check one)

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

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

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 \_\_\_\_\_



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Attachment 4

Contract No. HSS 20-021  
Contract Title: The Senior Companion Program

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:** Vendor may use additional pages as necessary, but the format shall be the same as provided above.



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Division of State Service Centers

**Attachment 5**

Contract No. **HSS 20-021**  
Contract Title: **The Senior Companion Program**

**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:**


2. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


3. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

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**Attachment 6**

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. <b>HSS 20-021</b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div>4d. Women Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4e. Minority Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4f. Disadvantaged Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4g. Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4h. Service Disabled Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**

## Attachment 7

STATE OF DELAWARE  
MONTHLY USAGE REPORT  
**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

## State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title:

**See Below for Transaction Detail**

E-mail report to **vendorusage@state.de.us** no later than the 15th of each month for prior calendar month usage

Check here if there were no  
transactions for the reporting period

Supplier Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

State Contract Item Sales	\$
Non-State Contract Item Sales	\$
Total Sales	\$

Report Start Date: \_\_\_\_\_  
Report End Date: \_\_\_\_\_  
Today's Date: \_\_\_\_\_

[illegible]

**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 **Ann Gorrin, [ann.gorrin@delaware.gov](mailto:ann.gorrin@delaware.gov)**. It shall contain the six-digit department and organization code for each agency and school district.

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Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

<b>State of Delaware</b>																
<b>Subcontracting (2nd tier) Quarterly Report</b>																
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: [vendorusage@delaware.gov](mailto:vendorusage@delaware.gov)

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Division of State Service Centers

**Attachment 9**



**The Office of Supplier Diversity (OSD) has moved to the  
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:  
<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:  
[OSD@Delaware.gov](mailto:OSD@Delaware.gov) or call 302-577-8477

Self-Register to receive business development information here:  
<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

**New Address for OSD:**

Office of Supplier Diversity (OSD)  
State of Delaware  
Division of Small Business  
820 N. French Street, 10<sup>th</sup> Floor  
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915  
Email: [OSD@Delaware.gov](mailto:OSD@Delaware.gov)  
Web site: <https://gss.omb.delaware.gov/osd/>

**Dover address for the Division of Small Business**

**Local applicants may drop off applications here:**

Division of Small Business  
99 Kings Highway  
Dover, DE 19901 Phone: 302-739-4271

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

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**Attachment 10**

**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 (3) years and have not had any terminated contract for cause in the past ten (10) years.

Contract Number	Contract Title	Contract Award Date Date mm/dd/yyyy	Contract Termination Date 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.

\*\* if any contract was terminated by the State for cause in the past 10 years include an explanation of the circumstances of such termination under contract termination column.

Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

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**Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable
10. One (1) complete List of Contracts with the State of Delaware (Attachment 10)

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. **Four (4)** paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. **Three (3) CD's** electronic copies of the vendor proposal saved to CD or DVD media disk. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

## **APPENDIX A1**

### **DSSC DIVISIONAL REQUIREMENTS**

#### **I. Division of State Service Centers Requirements**

1. This agreement is subject to the availability of State and/or Federal funds (whichever is applicable by contract service). The Vendor agrees to meet or exceed all minimum service standards as indicated in the Statement of Work for the contracted service.
2. The Vendor/Contractor agrees to seek reimbursement for services provided according to the terms and conditions set forth in this contract. Delaware residents shall be given priority over residents of other states in determining eligibility for services provided under this contract.
3. If the Vendor/Contractor has not previously done business with the State or changes to the vendor's data are needed, the vendor is responsible for properly registering or updating the vendor record through the State's automated Vendor W-9 process, which is accessible through the Division of Accounting website, [www.accounting.delaware.gov](http://www.accounting.delaware.gov).
4. The Vendor/Contractor agrees per IRS standards to provide a valid vendor name and Taxpayer Identification Number (TIN) combination. All vendors must be successfully TIN matched against IRS records prior to the disbursement of a State of Delaware payment.
5. The Vendor/Contractor agrees to bill the State in a timely and accurate manner. Invoices at a minimum should:
  - ☒ be addressed to the attention of the Divisional staff identified in the Contract;
  - ☒ be submitted on Vendor/Contractor's letterhead stationary and or approved Division invoice form/template;
  - ☒ include the Vendor/Contractor name and mailing address and match vendor registration and information on First State Financials;
  - ☒ include an invoice date;
  - ☒ include a unique/unduplicated invoice number for each invoice submitted;
  - ☒ If submitting a revised invoice, reference the previously submitted invoice. (For example, invoice No. 2017-CSBG-01 revised to Invoice No. 2017-CSBG-01-R.)



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- ☒ reference the applicable Contract number;
  - ☒ include a short description of the deliverables covered by the invoice;
  - ☒ include the time period (billing period) covered by the invoice;
  - ☒ specify the billing period with beginning and ending dates;
  - ☒ not include a billing beginning date that is prior to the Contract Start date;
  - ☒ not include date(s) captured within any previous billing dates;
  - ☒ include the amount of requested payment or total amount due for the billing period;
  - ☒ be signed and dated by the Contractor's Project Manager, attesting to the invoice accuracy and approving all costs billed.
6. The Vendor/Contractor agrees to participate in required DSSC reporting and to use such forms as are approved/required by or supplied by DSSC. Any modifications to the approved forms must have prior authorization from DSSC.
7. The Vendor/Contractor agrees to submit reports as required by the Division of State Service Centers on the due dates as specified in the contract. Payments for the following months may be withheld if the Vendor fails to comply with these requirements.
8. DSSC retains the specific right of access to all records, plans, reviews and essentially similar materials that relate to the services provided to clients/consumers under the terms of this contract. DSSC shall be entitled to make and retain possession of copies of any records, plans, reviews and essentially similar materials which relate to the services provided to clients/consumers under the terms of this contract and the Vendor/Contractor shall not restrict DSSC from such possession.
9. The Vendor/Contractor agrees to maintain such participant record systems as are necessary and required by DSSC and/or federal mandate to document services. Program record systems shall be compatible with existing DSSC or at a minimum State of Delaware systems, including

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the management information system (MIS), be based on required project objectives and measure and track the movement of clients through the program.

10. The Vendor agrees to cooperate and assist in efforts undertaken by the Department, Division, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
11. The Vendor/Contractor agrees to provide DSSC copies of such records, statistics and other data required for research, evaluation, client follow-up, training needs assessment and program or financial monitoring or audit.
12. The Vendor/Contractor agrees that no employee, board member, or representative of the Vendor/Contractor, either personally or through an agent, shall solicit the referral of clients to any facility or program in a manner which offers or implies an offer of rebate to persons referring clients or other fee-splitting inducement. This applies to contents of fee-schedules, billing methods, or personal solicitation. No person or entity involved in the referral of clients may receive payment or other inducement by a facility/program or its representatives.
13. The Vendor/Contractor and DSSC mutually understand and agree that DSSC may at any time elect to seek another provider to provide the services required by this contract. In the event that DSSC selects another provider, the Vendor/Contractor agrees and shall be required to cooperate fully in the development and execution of an orderly and coordinated close-out of the Vendor's/Contractor's program operation to ensure the continuity of appropriate client service during the transition to another service provider.
14. The Vendor/Contractor agrees to apportion the delivery of services as purchased under this contract and to assure that services are reasonably available to DSSC-approved and/or funded consumers/clients throughout the term of the contract.
15. DSSC reserves the right to delay or withhold payments for services provided under this contract when it appears that services are being provided in a manner that threatens reasonable availability of services or delays the expected provision of client specific data reports on a monthly basis throughout the term of the contract.
16. Any funds paid by the Division to the Vendor, in excess of actual expenditure, incurred and paid by the Vendor, must be returned to the Division.

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17. Any changes in the line items of a contract budget must be in compliance with the contractual obligations. Non-compliance will result in a disallowed cost and audit findings.
18. The Vendor 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 contract waiver as approved by the Department.
19. *When required by law*, the Vendor 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. The Vendor shall not employ individuals with adverse registry findings in the performance of this contract.
20. All invoices, reports, and 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 Vendor 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 Vendor’s Contract Manager or designee.
21. The Vendor/Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan or Continuity of Operations Plan as it pertains to the services provided in the contract.
22. The Vendor/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.

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

**Senior Companion Program (SCP)**

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**Senior Companion Program**

**1.0 SCOPE**

**1.1 OVERVIEW**

1.1.1 This scope of work (SOW) covers the administration of the Senior Companion Program. The program is supported by \$342,575 of Federal Grant (Corporation for National and Community Service) Funds, \$36,000 through the host agency (currently First State Community Action Agency) and \$51,510 through State General Funds. These funds are intended to provide Senior Companions that will serve the State of Delaware with 79,344 volunteer hours in all 3 counties. Some of their activities will include light housekeeping, assisting with personal care and providing transportation to doctor's appointments. Delaware Department of Health and Social Services, Division of State Service Centers, State Office of Volunteerism (The Department) administers these funds. The Division of State Service Centers (DSSC) helps people in crisis find the information they need, when they need it most. The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.

1.1.2 The goals of the Division of State Service Centers are to:

1.1.2.1 Target and provide services and resources to those individuals and families in greatest need.

1.1.2.2 Effectively use public and private resources to mitigate the causes and conditions of poverty in Delaware.

1.1.2.3 Deliver high impact services that support and meet the expectations of all our internal and external customers and stakeholders, this to better advance our mission in the present, with an eye toward the future.

1.1.2.4 Increase access to information regarding services via effective communication networks and increased technological capacity.

1.1.2.5 Ensure operational effectiveness, efficiency and excellence for all DSSC programs.

DSSC houses the Office of the Director, Family Support Services, State Office of Volunteerism, and the Office of Community Services.

1.1.3 The State Office of Volunteerism (SOV) is Delaware's primary resource for volunteerism and national service. SOV provides statewide leadership for the promotion and encouragement of volunteerism to persons of all ages, and coordinates a variety of volunteer events, including: The Governor's Outstanding Volunteer Awards, and the Governor's Youth Volunteer Service Awards. The State Office of Volunteerism provides coordination and linkages with volunteer programs throughout the state, hosts a Volunteer Service Conference, and manages four direct volunteer service programs.

**1.2 HISTORY**

1.2.1 Under the authority of the Domestic Volunteer Service Act, the Corporation for National and Community Service provides grants to qualified agencies and organizations for the dual purpose of: engaging persons 55 years of age and older, particularly those with limited incomes, in volunteer service to meet critical community needs; and to provide a high-quality experience that will enrich the lives of the volunteers. Program funds are used to support Senior Companions in providing supportive, individualized services to help adults with special needs maintain their dignity and independence.

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### 1.3 OVERVIEW

- 1.3.1 The State Office of Volunteerism (The Department) administers these funds.

### 1.4 SERVICE DEFINITION

1.4.1 The Senior Companion Program:

- 1.4.1.1 Enable low-income persons aged 55 and over to remain physically and mentally active and to enhance their self-esteem through continued participation in needed community services;
- 1.4.1.2 Provide supportive services to adults with physical, emotional, or mental health limitations, especially older persons, in an effort to achieve and maintain their highest level of independent living; and
- 1.4.1.3 Provide a stipend and other benefits which enable eligible persons to participate as Senior Companions without cost to themselves.

- 1.4.2 Contractor will be responsible for placing and monitoring SCP volunteers statewide.

### 1.5 GENERAL REQUIREMENTS

**Payments may be withheld if the Vendor fails to comply with these requirements.**

Vendor shall describe in detail the approach that will be taken to carry out the activities described in this SOW. Specific completion dates for the various tasks must be shown. The work plan shall outline specific objectives, activities strategies, and resources to conduct The Senior Companion Program operations, including but not limiting:

1.5.1 Organization Eligibility.

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

1.5.2 Organization Background and Capability. Vendor shall submit the following:

- 1.5.2.1 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. Vendors must document a minimum of **three years of experience** in effectively operating The Senior Companion Program.
- 1.5.2.2 Vendor will submit the most recent organizational chart and current Board of Director's roster.
- 1.5.2.3 Business References (Attachment 5 of RFP). This information will be submitted only in application of an RFP for Family Visitation Center Operations.
- 1.5.2.4 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 (also see Appendix C-Business Proposals of RFP).
- 1.5.2.5 If organization has current or previous contracts with the State of Delaware (Attachment 10 of RFP), the Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder

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performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid.

- 1.5.2.6 Organization 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.

1.5.3 Organization Staffing

- 1.5.3.1 Resumes / Job Descriptions. Vendor must identify the specific individuals who will work on this project, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the organization, detailed job descriptions, including required qualifications and experience shall be submitted.

If subcontractors are to be used, the work plan shall also contain similar information regarding each subcontractor.

- 1.5.3.2 Vendor must designate a project manager as the primary point of contact with the Department.
- 1.5.3.3 Screening and Hiring Procedures. Vendor must provide guidelines to be used in staff screening and hiring procedures.
- 1.5.3.4 Staff Training / Orientation and Development. A staff training and/or orientation plan must be submitted within 60 days for all staff who will be assigned to the program.

1.5.4 Program Description

- 1.5.4.1 Describe the operation of the program, including how the program will be publicized, what fees will be charged, and how the project will be organized.
- 1.5.4.2 Include a comprehensive narrative description of the day-to-day operations of the project.

1.5.5 Geographic Area to Be Served

- 1.5.6 Vendor shall acknowledge The Department, as a funding source in all publicity pertaining to The Senior Companion Program.
- 1.5.7 Vendor shall adhere to all requirements as outlined in the Professional Service Agreement (contract boilerplate); and Divisional Requirements (Appendix A1 of contract).
- 1.5.8 Vendor shall adhere to all reporting requirements as outlined in Section 4.0.
- 1.5.9 Vendor shall cooperate with and provide requested information to The Department regarding Performance Measurements as identified in Section 5.0.
- 1.5.9.1 Vendor shall agree to submit all newsletters and annual reports that pertain to the developed program.
- 1.5.9.2 Vendor must agree to submit all State and non-State funding provided to the organization and the annual budget and expenditures of the organization when requested.

1.5.10 Program Implementation

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- 1.5.10.1 Vendor must submit an Implementation Plan in chart format with timelines for completion of each activity. The plan must cover start up through program implementation activities, including hiring of key staff.
  - 1.5.10.2 Discuss the organization's plan to fully expend all the funds within 12 months of the anticipated contract start date.
  - 1.5.10.3 Describe the plan to ensure stable project participation levels thereby assisting with timely expenditure of funds.
  - 1.5.10.4 Detail how program staff will interact with management staff within the organization to ensure effective communication.
  - 1.5.10.5 Provide a comprehensive narrative of the Vendor's ability to undertake the financial aspect of administering the project.
  - 1.5.10.6 Vendor shall provide coordination and referral services with related agencies.
- 1.5.11 Quality Improvement Plan. Vendor shall include a formal plan for identifying, evaluating and correcting deficiencies in the quality and quantity of services proposed under this scope of work. The work plan shall include a specific section entitled "Quality Improvement" which shall include proposed vendor "performance targets"; how these will be evaluated, tracked and reported; and include an understanding that the Department will be involved in setting up these performance targets. The requirement contained in this paragraph is an essential and material term for procurement of services. The failure to include a "quality Improvement" section containing the above minimum core requirements shall be grounds to deem the vendor non-responsive.

## 2.0 REQUIREMENTS FOR INVOICING AND REPORTING

Payments may be withheld if the Vendor fails to comply with these requirements.

### 2.1 GENERAL REQUIREMENTS FOR INVOICING AND REPORTING

- 2.1.1 All monthly financial invoices, reports and correspondence relating to this Contract must be mailed to the Department at the following address:

**DSSC / Volunteer Delaware 50+  
Adams State Service Center  
546 South Bedford St  
Georgetown, DE 19947  
Attn: Ann Gorrin, Volunteer Services Administrator**

- 2.1.2 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 information, report, or other document produced by the Vendor for presentment to the Department shall contain, in a prominently displayed location, the following written certification:

2.1.2.1 "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."

### 2.2 INVOICING REQUIREMENTS

- 2.2.1 Vendor shall submit monthly invoices as outlined in section 4.1.1.
- 2.2.1.1 Vendor shall submit one signed original monthly financial invoice by the 20th of every month for the costs incurred during the preceding month.



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- 2.2.2 All the invoices sent to the Department shall include the invoice cover page on the organization letterhead with the following information:
  - 2.2.2.1 Contract number.
  - 2.2.2.2 Invoice number shall be in the format of (Vendor Name FY-Contract Year (2020-2023)-monthly invoice number 07/20, 08/20, 09/20, 10/20, 11/20, 12/20, 1/21, 2/21, 3/21, 4/21, 5/21, 6/21, through 6/23).
  - 2.2.2.3 Date invoice sent.
  - 2.2.2.4 Cost incurred per budget cost category (outlined in Appendix C of contract as instructed in Appendix C of RFP)
  - 2.2.2.5 Total amount of cost incurred for month.
  - 2.2.2.6 Signature of the Designated Authority.

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### 3.0 ORGANIZATIONAL CAPABILITY

#### 3.1 EXECUTIVE DIRECTOR

The Executive Director has the ultimate responsibility of overseeing the Senior Companion Program.

#### 3.2 FINANCIAL DIRECTOR

Oversees fiscal management, prepares financial statements for monitors and program budgets along with Program Manager.

#### 3.3 PROGRAM MANAGER

The Senior Companion Program Manager oversees the Senior Companion Program throughout the State of Delaware. This Program Manager receives monthly program financial statements to review. All program requisitions require the signature of the Program Manager and are reviewed by the finance office before final approval. Revenue expenditures and program monthly activities are reviewed by the Executive Director, Program Director and State Monitor.

#### 3.4 PROGRAM COORDINATORS

Program Coordinators are responsible for supervising the senior companions.

#### 3.5 SENIOR COMPANION ADVISORY GROUP

The Senior Companion Advisory Group is made up of community participants. The group's composition's is diverse, and its role is to advise and support the Program Manger in forming local policy, planning, developing operational procedures and practices consistent with program policies. The Advisory Group will assist sponsor and program staff with strategy implementation and utilizing the companions most effectively. In selecting the Advisory Group, the Program Manager looks for those persons who have had experience working with senior programs and is knowledgeable about senior resources. The Advisory Group includes at least two senior companions. The Advisory Group receives information, especially any programmatic changes, on a quarterly basis from the Project Manager and Coordinators.

### 4.0 ACTIVITY SCHEDULE / TIMELINE

4.1 The contractor shall submit the following reports to the State Office of Volunteerism:

	ACTIVITY	TIME
4.1.1	Program and Expense reports	Monthly 20 <sup>th</sup> of every month
4.1.2	Quarterly and Final Financial State Reports as sent to the Corporation for National Service (form 269a and OMB 3001-0068) with in-kind outlays specifically noted	Quarterly April 20, July 20 <sup>th</sup> , October 20 <sup>th</sup> , January 20 <sup>th</sup> . Ninety (90) days (by the 20 <sup>th</sup> of the month) following the Federal grant's end for the final report.
4.1.3	Quarterly and final expenditure reports in conformance with funds budgeted in Appendix C	Quarterly April 20, July 20, October 20 and January 20.

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4.1.4	A certified public audit report of funds must be delivered by the Contractor. Such audit report shall report the Senior Companion Program separate from any other program.	End of Grant Within ten (10) days of completion, but no later than December 30, 2022
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## 5.0 NARRATIVE

### 5.1 EXECUTIVE SUMMARY

Senior Companion volunteers will serve 79,344 hours or 76 Volunteer Service Years (VSYs) in the State of Delaware's three counties: New Castle, Kent, and Sussex. Some of their activities will include companionship, light meal preparation, light housekeeping, assist with personal care, and provide transportation to doctor's appointments and shopping when needed.

The primary focus area of this project is Healthy Futures Independent Living Outcome and/or Complementary Program Measures (Respite Care Outcome). At the end of the three-year grant, \* At least 90% of Senior Companions in the Program, or 69 unduplicated Senior Companion volunteers, will provide 225 homebound or older adults (and individuals with disabilities) with senior companion services that allow them to live independently; and/or provide respite care to caregivers.

No more than 10% or 7 unduplicated Senior Companion volunteers will volunteer in assisted living facilities.

### 5.2 STRENGTHENING COMMUNITIES

The focus shall be in communities where the majority of low-income seniors gather or reside. Many of the senior communities throughout the State of Delaware are unable to afford in-home care. The average cost of in-home, non-medical care for older adults in Delaware is \$20 per hour according to the *Paying for Senior Care* website. Many seniors convey that they want to stay in their homes, but they cannot afford to pay someone to help them. Most participants receive Social Security Income and Medicare, only.

2015 Average Senior Care Costs by Type and Duration:

	Per hour	8 hours/day	22 work days/month	250 work days/year
Home Care Aid	\$20	\$160	\$3,520	\$40,000
Adult Day Care	\$69		\$1,518	\$17,250
Assisted Living		\$119	\$3,600	\$43,200
Skilled Nursing Home		\$220	\$6,600	\$80,300

The SCP provides an advantage unlike other in-home care businesses/organizations. There is no fee to receive Senior Companion services; therefore, income is not determined for eligibility. As of March 31, 2016, SCP provided companionship to 101 participants and respite care to 18 caregivers, cumulatively. The volunteers provide not only companionship and respite care, but they provide active daily living assistance. Companions serve according to SCP recipients' needs 15-40 hours per week. Two of SCP's partners, Delaware Hospice and local senior centers, provide most referrals outside of family members and friends. SCP receives an average of five referrals per month.

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The need for transportation is crucial for medical appointments, shopping, and other activities which help seniors maintain their independence. The U.S. Census Bureau reported for year 2010, 182,390 seniors were 60+ years of age and 19% or 34,728 seniors lived in Delaware rural areas.

According to the Rural Assistance Center website ([www.raconline.org](http://www.raconline.org)), the following lists the health-related consequences of not having transportation of rural residents, including the elderly and people with disabilities:

- Increase in delayed or missed trips to receive healthcare services.
- Disruption in ongoing treatments and services for chronically ill patients.
- Travel distance to health services and the related costs affected patients' healthcare decisions.
- Travel time spent to access healthcare can affect patients physically and cause stress.
- Use of some medications like insulin declines as patients live farther from their source of care.

Delaware Senior Companion volunteers receive 45 cents per mile for transportation reimbursement. Timesheets are used to document client activity and to document mileage. They provide transportation for medical appointments, shopping, and recreational activities. From July 2015-March 2016, volunteers traveled 86,861 miles which includes travel to and from the home and outside activities. Forty-three of 84 volunteers are in Sussex County, and traveled 69% of the total miles. The Delaware Transit Corporation provides bus service throughout the State of Delaware. The hours of availability depend on the location of the fixed bus routes. In Sussex County, two fixed routes are available. Sussex County is determined to be the largest of the three counties in population according to a University of Delaware study. The challenge is getting to the bus stop or hub if participants live outside of the fixed route area. Many seniors who use public transportation are not eligible for Paratransit services because they must be at least 65 years of age and/or have a certified disability. Volunteers must provide a copy of their driving record and current auto insurance information. Also, SCP provides volunteer insurance for excess auto liability when transporting seniors to and from their home free of charge. Seniors do not pay for transportation, because the Senior Companion volunteers are reimbursed for their services.

Delaware caregivers need respite care as they take care of their aging family members/friends. An estimated 202,000 caregivers in Delaware provided care which equates to an estimated 132 million hours a year or an estimated value of \$1.5 billion a year. The State of Delaware has an existing Caregivers Task force that submitted recommendations by May 31, 2015 to the General Assembly. The goal of the State of Delaware is not only to develop methods to encourage and support caregivers, but also develop ways to recruit and retain a qualified, responsive in-home care workforce. SCP provides respite care on a small scale and according to the caregivers' needs. Currently, 18 participants receive a combination of respite care.

**5.3 HEALTHY FUTURES/INDEPENDENT LIVING AND/OR RESPITE FOR CAREGIVERS FOR SCP WILL LEAD TO NATIONAL PERFORMANCE MEASURES OUTPUT AND OUTCOMES.**

At least 70% or 56 of the unduplicated Senior Companion volunteers will provide 15-40 hours a week of in-home care to 158 clients throughout the State of Delaware. Volunteers provide companionship to clients who are homebound or older adults and individuals with disabilities. Program coordinators will create client care plans to address client needs and preferences. Each client/family will receive a copy of the appropriate and inappropriate activities of Senior Companion volunteers. The focus is to assist clients in maintaining their independence in the home and to keep clients from residing in long-term care facilities or assisted living facilities as long as possible. Volunteers will receive 40 hours of orientation to learn their role as a companion and what are considered appropriate and in-appropriate activities. Timesheets will be completed and signed by participants on a bi-monthly basis to record client activities, volunteer hours, attended in-services/orientations, mileage, and approved leave. The program manager will monitor and address with program coordinators of volunteers who have not met the minimum 15 volunteer hours outside of approved leave. The program coordinators will, during the sixth month (June) and the twelfth month (December), complete the Independent Living Performance Measure Survey with the participants to analyze SCP performance in meeting participant needs based on the individual client care plans and the number of participants who reported an increase in social support through Senior Companion volunteers.

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At least 20% or 13 of the unduplicated Senior Companion Volunteers will provide 15-40 hours a week of respite care to caregivers of 67 family members throughout the State of Delaware. Program coordinators will create client care plans to address client needs and preferences. Each client/family will receive a copy of the appropriate and inappropriate activities of Senior Companion volunteers.

Caregivers will receive support as they are caring for their aging family members who are homebound, older adults, or individuals with disabilities. Time-sheets will be completed and signed by participants on a bi-monthly basis to record client activities, volunteer hours, attended in- services/ orientations, mileage, and approved leave. The program manager will monitor and address with program coordinators of volunteers who have not met the minimum 15 volunteer hours outside of approved leave.

No more than 10% or 7 of the unduplicated Senior Companion volunteers will be placed in assignments that address the Other Older Adult and Individuals with Disabilities Output Measure. SCP currently has four volunteers who volunteer at the volunteer stations. The program coordinators create the client care plan with the volunteer station directors/supervisors.

Senior Companion Program will collect timesheets from each volunteer on a bi-monthly basis. The time-sheet is designed to capture not only VSYs, but activities done with and or for the client. The coordinators will address volunteers who are not meeting the minimum 15 hours per week outside of illness, vacation, or bereavement leave. The program manager will determine the Volunteer Service Years (VSYs) on a bi-monthly basis using the total hours from the Time-sheet. The total hours will be divided by the maximum hours of 80 per pay cycle. The result provides the total VSYs for the pay cycle. The program manager can determine if more VSYs are needed to prevent under achievement levels of the grant on a quarterly basis.

#### **5.4 RECRUITMENT AND DEVELOPMENT**

Every Senior Companion volunteer completes a personal profile to capture demographic information, education level, previous occupations, hobbies, special skills, memberships, languages spoken, and income levels at the time of interest. The program coordinators give a summary of the Senior Companion Program and assess potential volunteers during the interview process. National criminal history checks, and a national sex offender check are done on each person who applies to become a companion. Each person provides two references for the coordinators to contact. Once the results of the state background check or FBI check is received, an orientation of 20 hours is scheduled. The orientation covers the mission of the sponsor and SCP. They learn the responsibilities of a Senior Companion volunteer. The coordinators show videos from the National Service website as part of the orientation. A Volunteer Handbook is provided to each volunteer.

Volunteers become knowledgeable of the many services available to the elderly via the program's mandatory monthly four-hour in-services. Speakers are invited to speak on specific topics related to available services of which seniors may take advantage. The Senior Companions receive education during their in-services regarding health, safety, Medicare and financial literacy. The program coordinators schedule speakers to provide this information. As the volunteers and the participants establish one-on-one relationships, the participants' needs for assistance are soon brought to the attention of the volunteers. Because of the information received during the monthly in-services, the volunteers now feel confident in referring the participants to other agencies for assistance.

The volunteers can physically see the program manifest itself as the in-home participants are able to remain, independently and with dignity, in their homes. The volunteers gain satisfaction knowing they were a part of the provider's circle that made it possible for the participants to remain independent.

Delaware is ethnically diverse. According the U.S. Census Bureau's quick facts for 2013, approximately 71.1% of Delawareans are white, 22.1% are African American, and 8.7% are Hispanic. Most of the community partners from where referrals are received are ethnically diverse as well. The plan of carrying out the number of placements set for the program's fiscal year (via presentations in the senior communities and word of mouth) continues to bring awareness of the program, referrals (new participants) and incoming volunteers.

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The Senior Companion Program often becomes part of a continuum of services offered to senior citizens already receiving services through other agencies within the community. For example, Hospice may provide services to a client who needs Senior Companion services. The Hospice worker may then refer the client to the Senior Companion Program. The Senior Companion Program may then collaborate in-house or with other community-based nonprofits. Older Americans who volunteer frequently live longer and report better health. Volunteering can also lead to more friendships and a more positive attitude.

## **5.5 PLAN FOR VOLUNTEER RECRUITMENT AND RETENTION**

Volunteer recruitment and retention plans will include:

1. Presentations of the Senior Companion Program to agencies that are assisting seniors.
2. Dissemination of SCP flyers in the senior communities. Word of mouth from participants and volunteers who have received and given assistance.
3. Strengthening the advisory council to assist with recruitment and fundraising.
4. Attending expos, health fairs, and other events to market the Senior Companion program.
5. Finding Compatible placements of Senior Companions and participants.
6. Ensuring staff and Senior Companion Program Manager have accessibility to companions and placements whenever necessary.
7. Educating Companions to understand that they do not have to stay in a work environment that makes them feel uncomfortable.
8. Assuring the Companions of their importance to the program (enriching the life of others daily).
9. Assuring volunteer Companions that the program will refer them to any other program that would assist in any of the following: Home Repairs, Weatherization, Fuel and Crisis Assistance.
10. Offering SCP volunteers an Appreciation Day (well attended recognition luncheon), and programmatic benefits: mileage, paid sick, vacation, bereavement, holidays and vehicle insurance.

The Senior Companion Program often becomes part of a continuum of services offered to senior citizens already receiving services through other agencies within the community. An annual recognition luncheon of a Senior Companion Program recognizes companions with a luncheon, entertainment, gifts, and encouraging remarks from the sponsor and dignitaries throughout the state. A recognition luncheon also recognizes those persons who have rendered five through twenty years of service. Birthday and Get-Well cards are another way of recognition, retention.

## **5.6 PROGRAM MANAGEMENT**

The plans and infrastructure ensure management of volunteer stations in compliance with SCP program regulations (such as preventing or identifying prohibited activities). Senior Companion volunteer stations are identified through their ability to care for the elderly and interest in a partnership. After the preliminaries have been discussed, which are (1) retrieval of information needed for the Memorandum of Understanding, which is required; (2) send the required information about the new station to the Corporation for National and Community Service E-Grants; and (3) Memorandum of Understanding is drawn up with all necessary signatures required and the responsibilities of all parties, Care Plans (regular and general), appropriate and inappropriate tasks for services will be discussed. The program coordinators review the care plans to assure that the SCP regulations are followed. The plans and infrastructure to develop and/or oversee volunteer stations to ensure that volunteers are performing their assigned service activities. Volunteer Station Sites receive a copy of the General Care Plan from the SCP Coordinator over that site. The plan contains appropriate and inappropriate work tasks. The plan also details what the Senior Companion appropriate tasks will be at that placement. If a volunteer is placed at a volunteer station site, a site supervisor (the site director or a designee) will monitor the Senior Companions to ensure the Care Plan is followed. The sixth month (June) of the calendar year, the SCP coordinators meet with each volunteer site supervisor to go over in-home care plans. The purpose being: each volunteer station site supervisor will know who is receiving service and who is providing service. The volunteer station manager or supervisor will sign the volunteers' timesheets.

The plans and infrastructure to meet changing community needs, to include minimizing disruption to current volunteers as applicable and/or graduation station as necessary. No more than 10% or 7 Senior Companion volunteers will be assigned to volunteer stations. The program coordinators will review and communicate with

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the volunteers and/or site supervisor regarding participants' outcomes. The program coordinators will review care plans in the six month (June) of the calendar year to address in-home care plans for participants graduating from the volunteer station. Also, the coordinators will work with the site supervisor to determine if other participants need companion services to minimize disruption to current volunteers. A new care plan will be created for new participants receiving companion services. Evidence of an organizational track record in managing volunteers in the Primary Focus Area, to include, if applicable, measuring performance in the Primary Focus Area.

Acquired information concerning data accumulated from placement of both volunteers and participants, monthly outputs and labor and expenses are noted monthly on a logic model which is inclusive with year to date totals. Also, SCP uses the Grant Management System database to enter and track volunteer hours. Plans and infrastructure to ensure the project is in compliance with SCP federal regulations to include establishing an Advisory Council, ensuring volunteers are placed in stations that have signed the required MOU, and ensuring all volunteers are eligible to serve in SCP. The goals and objectives for the Senior Companion Program are to keep the number of volunteers at the level or above our budgeted target. In order to assure this,

- consistently tabulate the number of volunteers working and those that might be on some type of leave to ensure that our volunteer hours will not fall below our required goal;
- to assure all volunteers are working; and
- all incoming volunteers are to be placed within a two-week period once their information (income verification, physical, (tuberculin test), driving record, criminal background check, copy of license, copy of driver's insurance card and signed ethics code sheet, is in and has been cleared by program manager.

More volunteers will be needed to meet the needs of the growing older population and those with disabilities.

One of the agency's responsibilities is to fill key staff positions for effective program management. These persons will be evaluated for their educational background, experience, and the ability to be supportive of additional staff as a team player. Job descriptions are mandated to be on file at all times. Revenue expenditures and program monthly activities are reported and reviewed by the Executive Director, Program Director and State Monitor.

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**APPENDIX C  
BUSINESS PROPOSAL REQUIREMENTS**

The proposed annual operating budget is to capture the requirements of the successful vendor in meeting the service requirements of the program. The sample line item budget to be submitted as part of this RFP is to reflect the proposed operational costs of providing these services and will not be the basis of reimbursement in the awarded contract. The electronic version will also be published on the website as part of the question and answers addendum.

The Business Proposals and all budget information must be presented separate from the Technical Proposal.

Applicant will demonstrate corporate capability:

Financial stability as determined by review of financial information provided by the Vendor; perceived ability to start up and manage the program in the time required using the staff, structure and phase in required in the RFP. Financial stability should be demonstrated through production of balance sheets and income statements or other generally accepted business record for the last 3 years that includes the following: the Vendor's Earnings before Interest & Taxes, Total Assets, Net Sales, Market Value of Equity, Total Liabilities, Current Assets, Current Liabilities, and Retained Earnings.

In addition to financial information, discuss any corporate reorganization or restructuring that has occurred within the last three years and discuss how the restructuring will impact the Vendor's ability to provide services proposed. The vendor must disclose the existence of any related entities (sharing corporate structure or principal officers) doing business in the field of correctional health care. The Division of State Service Centers reserves the right to terminate the contract, based upon merger or acquisition of the Vendor, during the course of the contract. The vendor must include a description of any current or anticipated business or financial obligations, which will coincide with the term of this contract.

**Invoicing:**

- A. Contractor must agree to submit one signed original monthly financial invoice by the 20th of every month for the costs incurred during the preceding month.
- B. Invoices must be mailed to the Division of State Service Centers, State Office of Volunteer Services (DSSC/SOV) at the following address:  
  
DSSC / Volunteer Delaware 50+  
Adams State Service Center  
546 South Bedford St  
Georgetown, DE  
Attn: Ann Gorrin, Volunteer Services Administrator
- C. Contractor must agree to include the invoice cover page on the agency letterhead with the following information as indicated in the RFP.
- D. The purpose of the invoices shall be to assist in the cost of operating one or more of the sites identified in the Contractor's Work Plan in accordance with minimum legal standards, as applicable. Expenses must be invoiced in specific cost categories as outlined in the Budget.
- E. Contractor must agree to maintain backup to support all amounts.
- F. Contractor must agree to submit a monthly financial invoice for every month in the contract period. Vendor must not deplete their entire allocation prior to the expiration of the contract period.
- G. Contractor must agree to cooperate with any on-site or off-site evaluation and monitoring of its activity at any time.
- H. Contractor must agree to the following activity schedule/timeline of reporting set within the RFP.



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**APPENDIX D-**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(CONTRACT BOILERPLATE)**

**Note- Appendix D is a separate document found at**  
<http://www.mymarketplace.delaware.gov/documents/professional-services-agreement.docx>