



DELAWARE HEALTH  
AND SOCIAL SERVICES

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

# State of Delaware

## CLINIC AND LONG-TERM CARE FACILITY LABORATORY SERVICES

**Request for Proposal HSS 20 030**  
**For**  
**Division of Public Health**

*April 16, 2020*

**- *Deadline to Respond* -**  
***June 12, 2020***  
***11:00 AM (Local Time)***

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
FOR  
CLINIC AND LONG-TERM CARE FACILITY LABORATORY SERVICES  
HSS 20 030**

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**I. Overview**

The State of Delaware Department of Department of Health and Social Services, Division of Public Health, seeks professional services for Clinic and Long Term Care Facility Laboratory Services 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: April 16, 2020
Deadline for Questions	Date: April 30, 2020
Pre-bid Meeting	None
Response to Questions Posted by:	Date: May 15, 2020
Deadline for Receipt of Proposals (Time)	Date: June 12, 2020 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: July 6, 2020
Estimated Project Begin Date	Date: September 1, 2020

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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 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.

**PRE-BID MEETING**

There **will be no pre-bid meeting**. Questions may be sent to Tony Ward at [Tony.R.Ward@delaware.gov](mailto:Tony.R.Ward@delaware.gov) no later than April 30, 2020. The complete list of questions and their answers will be posted on the Internet at <http://bids.delaware.gov> by May 15, 2020.

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## II. Scope of Services

### A. Background

The Delaware Department of Health and Social Services' (DHSS) 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."

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

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

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

### B. Project Goals

The Delaware Department of Health and Social Services, Delaware Division of Public Health and Delaware Division of Aging and Adults with Physical Disabilities, requests bids from qualified testing laboratories for-the-purpose of clinical testing services and providing test results to clinics and Long-Term Care Facilities. The primary emphasis and concern of this proposal is to provide timely, accurate, and reliable lab tests for clients at various state clinics and patients at Long-Term Care Facilities.

The mission of the Delaware Division of Aging and Adults with Physical Disabilities is to improve or maintain the quality of life for Delawareans who are at least 18 years of age with physical disabilities or who are elderly. The Division is committed to the development and delivery of consumer-driven services which maximize independence through individual choice, enable individuals to continue living active and productive lives and protect those who may be vulnerable and at risk.

### C. Scope of Services

All components listed in this section are mandatory.

The award will be made as an entire package. No fragmentation of award will be made.  
**Vendor must bid on the entire proposal.**

#### 1. CLINIC TEST SPECIFICATIONS – PART A

The successful contractor shall:

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- a. Provide specimen containers and supplies, preparation, handling, and testing of all specimens collected for testing, unless otherwise noted in this contract, and assure pick up of the specimen collections from Public Health sites on a daily basis. On Fridays and before holidays, specimen collections will be required by 3:30 PM. Clinics recognize the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Veterans' Day, Thanksgiving Day, day after Thanksgiving Day and Christmas Day.
- b. Provide detailed description of courier services that will be used to obtain specimens at all sites.
- c. Furnish supply items which are defined as all items determined necessary to provide specimens. **Note:** Required inventory maintenance is defined as an initial supply sufficient to sustain operations plus a 30-day inventory based on test count per site.
- d. Provide chemistry/test request form with only Public Health tests listed and with pre-printed clinic account number on form for clinic use. A preferred feature is the use of on-line, printable lab forms for completion by Public Health staff to send with specimens.
- e. Provide **24-hour turn-around time** after specimen pickup for the following tests:
  - 1) Therapeutic drug monitoring
  - 2) White blood count and Complete Blood Count (CBC) with and/or without Differential
  - 3) Serum pregnancy test
  - 4) Lead level testing
- f. Provide routine testing results within **48 hours** after specimen pickup.
- g. Send final culture reports to the clinic site within **80 hours** of pickup.
- h. Report results for each clinic by teleprinter. A minimum of one teleprinter per site is required except for the Kent County Health Unit which requires two (2) teleprinters. Vendor will provide teleprinters, telephone lines, and **pay monthly charges**. Vendor will also provide Clinic staff with online access to test results.
- i. Test Results
  - 1) Establish and maintain a control number on each client and specimen.
  - 2) Issue a written report to the appropriate authorized individuals following completion of the tests.

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The data report shall contain at least:

- The date(s) of collection of the samples, and the date reported.
  - The clinic's name and account number
  - The condition of the specimen as received - was it acceptable or not acceptable.
  - The results of each test requested
  - High and low flags
  - Normal values and values expected
  - The client's name, date of birth, social security number and account number.
- j.** Provide proof of liability insurance in case of injury
- k.** Provide a copy of the current Clinical Laboratory Improvement Amendments (CLIA) lab certificate
- l.** Possess a license to do business in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded.
- m.** Invoice client's insurance company directly (i.e., Medicare, Medicaid, private insurance company). Contractor will accept payment in full, from insurance claims, and consider amount received as full payment for tests and services rendered. Contractor will bill the Delaware Division of Public Health only for client services not covered by insurance. Verification must be provided to the Division for rejected insurance claims.
- n.** Provide each clinic site with a comprehensive clinical reference guide to include general information and services, specimen collection, preparation and handling, guide to completing test request forms, profiles, and billing and insurance information.
- o.** Report all notifiable diseases and conditions within 48 hours of recognition, except as otherwise noted, to the appropriate DPH surveillance office as required by the Delaware Regulations, Administrative Code, Title 16, 4202 Control of Communicable and Other Diseases. For additional reporting details and the current list of notifiable diseases and conditions, please refer to <http://regulations.delaware.gov/AdminCode/title16/Department%20of%20Health%20and%20Social%20Services/Division%20of%20Public%20Health/Health%20Promotion%20and%20Disease%20Prevention/4202.sht.ml>
- p.** Assure Health Insurance Portability and Accountability Act (HIPAA) compliant management of in-patient and clinic client data and laboratory test results. Vendor will demonstrate that they have tested electronic protected health information (ePHI) policies and procedures in place, as well as, encryption mechanisms, authentication methods, database security, and so forth. The

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successful vendor will complete the DHSS Business Associates Agreement as part of the annual contract.

**q. MONTHLY INVOICE**

Invoice the Division of Public Health for services rendered on clients not covered by insurance programs, Medicare, Medicaid, private insurance, for the tests performed at the rates bid on for this contract. Should clients qualify for coverage under federal programs or produce proper insurance cards within the allowable time frames as allowed by insurance carrier, bidder will re-bill the insurance carrier and issue a credit to the Division of Public Health for services charged.

Invoice will show test performed, patient name, accession number, cost per test. Invoice will be by clinic number and consolidated on a cover sheet. Under no circumstances should the vendor bill the client for services covered by the contract. The vendor will bill the Division of Public Health using the appropriate account code which exists on every lab form that leaves the respective clinics. The vendor should not bill Public Health clients.

**r. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE**

The Division of Public Health will assist contractor in acquiring Medicaid Managed Care, Medicaid and Medicare numbers for clients covered by the contracts.

**s. COST PER TEST**

The vendor will stipulate the following when bidding on this contract:

- 1) Bidder will use bid sheet for **Clinic Laboratory Services** attached in **Attachment 13**. Bidder should fill out the cost per test and show the discount to be applied to all other tests not listed as being billed to the Division of Public Health.
- 2) A current list of tests now being done in the clinics and Long-Term Care facilities is attached, see **Attachment 14**. Bidder may be required to do additional tests from those listed. Should other tests be required, the rate listed in the rate schedule, less the flat rate discount will apply.
- 3) Bidder will submit as part of the bid package a professional fee schedule as established by the bidder. A flat rate discount will be applied to all tests not covered under bid that are being billed to Public Health.

**t. COMMUNITY HEALTH SERVICES, NORTHERN AND SOUTHERN HEALTH SERVICES CLINIC SITE STATISTICS (See Attachments 15 and 16)**

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Each month the selected Contractor must provide the Delaware Division of Public Health with:

- a clinic-by-clinic summary report of all tests performed during the previous month;
- a clinic-by-clinic summary report of all abnormal testing results
- an all clinics combined report;
- a Northern Health Services clinics report; and a Southern Health Services clinics report.

Statistics must be received within 30 days of the end of each monthly cycle.

Monthly statistics shall be mailed to:

Division of Public Health  
ATTN: Contract Manager  
Community Health  
Jesse Cooper Building, Garden Level  
417 Federal Street  
Dover, DE 19901

Northern Health Services (New Castle County sites)  
ATTN: County Health Administrator  
University Office Plaza - Chopin Building  
258 Chapman Road, Suite 100  
Newark, DE 19702

Southern Health Services (Kent and Sussex Counties)  
ATTN: County Health Administrator  
Georgetown State Service Center  
544 S. Bedford Street  
Georgetown, DE 19947

NOTE: The DPH Laboratory should receive the Monthly and Annual reports for All Clinics Combined only. Please see **Attachment 18** for address.

- 1) At a minimum, the monthly clinic-by-clinic summary must include:
  - The number of tests performed at each clinic, by test
  - The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.
- 2) The monthly combined Southern Health Services (Kent and Sussex clinic sites) and a separate combined Northern Health Services (New Castle and Wilmington clinic sites) must include:
  - The number of tests performed at each clinic, by test.

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- The total cost at each clinic, and how the costs were billed (i.e., Medicaid, Medicare, private insurance) and total amount billed to the Division of Public Health.
- 3) The selected vendor will also provide fiscal year-end reports clinic-by-clinic and by Northern Health Services (NHS) and Southern Health Services (SHS). NHS and SHS sites are listed in Attachments 15 and 16.
  - 4) A monthly PAP smear test report by test site is required showing the number of specimens tested by Bethesda System 2014 classification results, inadequate, and other. Public Health requires names of clients with abnormal results by test site for case tracking. Therefore, to appropriately identify the client both client name and date of birth are required fields.
  - 5) All Pap smear test results will be completed and reported by Bethesda System 2001 classification methodology within 10 working days. Abnormal Paps will be reported by phone and tele-printer. A monthly report will be printed by clinic, for each class of Pap smear tests done. Report should include client name, account number, date of birth, and test result. A report for the monthly rejection rate and reason for the rejection is also required.

**u. REPORTING REQUIREMENTS**

See **ATTACHMENT 20** for complete reporting requirements.

**v. VENDOR LABORATORY ACCESS FOR PUBLIC HEALTH CLIENTS**

Public Health reserves the right to send Public Health clients to the vendor's respective lab(s) for specimen draws if the client proves to be a difficult draw.

**2. CHRISTIANA CARE COMMUNITY PROGRAM - PART B**

The Community Program at Christiana Care offers HIV medical care and social work services for patients living with HIV/AIDS in Kent and Sussex counties.

In addition to meeting the criteria under **CLINIC TEST SPECIFICATIONS – PART A** for the HIV Community Program, the contractor will provide a phlebotomist for the Georgetown Wellness Clinic at the Stockley Center in Georgetown for eight (8) hours on a weekly basis and the Kent Wellness Clinic at Delaware Hospital for the Chronically Ill in Smyrna for twelve (12) hours on a weekly basis. Times will be provided by the clinic. Please refer to **Attachment 17** for report mailing addresses.

**3. LEAD PROGRAM AND CLINIC TEST SPECIFICATIONS – PART C**

The Department of Health and Social Services, Division of Public Health (DPH) is committed to assuring the identification of those children who will benefit from lead poisoning screening and to assuring that they receive the medical services they

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need. Although most clients now receive blood lead testing services through their primary health care provider, the uninsured or underinsured clients may use DPH as a resource for blood lead testing until they are engaged with a permanent health care provider.

DPH assures that all children under the age of six (6) years are provided with the opportunity to receive a blood lead test. Since all clients may not have a medical home or the ability to get to a public health clinic for blood draws, a minimum of two (2) patient service centers per county (New Castle, Kent and Sussex) are required.

NOTE: One of the New Castle County sites must be in the City of Wilmington.

The contractor will be required to draw a venipuncture blood sample. The contractor will invoice the Division of Public Health for the blood draw and analysis. The contractor will use the Bid Sheet for CLINIC LABORATORY SERVICES to indicate the cost of confirmation blood lead testing to be charged in the event this service is requested by the Division of Public Health.

- a. The blood draw will be a venipuncture.
- b. Two empty vacutainers from each new lot number (#) will be provided to the Public Health State Laboratory for quality control purposes.
- c. The only vacutainer acceptable will have EDTA as the anticoagulant.
- d. The blood draw will be ordered by Public Health clinic staff or private providers.
- e. Results will be reported no later than **24 hours** after the blood draw.

Contractor will complete Public Health Laboratory Information Management System (LIMS) Test requisition form which can be found at <http://www.dhss.delaware.gov/dhss/dph/lab/files/testreq.pdf> or <http://www.dhss.delaware.gov/dhss/dph/lab/labs.html> and submit it with the sample to the Delaware Public Health State Lab in Smyrna, DE.

- f. The vendor will provide paper and online access to lead reports to the Delaware Division of Public Health Lead Program Manager and clinic staff. Report format will include client name, sex, age, date of birth; gender, address, phone, physician's name and number; collection sample type; test results; date of collection; date of receipt; and date of report; ordering provider data including name, address, phone, and contact person.
- g. Monthly statistics shall be mailed to:

Lead Program  
ATTN: Program Director  
Health Systems Protection  
Jesse Cooper Building, 2<sup>nd</sup> Floor

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417 Federal Street  
Dover, DE 19901

**4. LONG TERM CARE LAB TESTING – PART D**

The successful contractor shall:

- a. Provide a phlebotomist to meet Long Term Care Facility's needs. Regularly scheduled draws to be specified by Long Term Care facilities management for Emily P. Bissell (EPBH), Governor Bacon Health Center (GBHC), and Delaware Hospital for the Chronically Ill (DHCI) facilities.
- b. Utilize pathologists that are members of the College of American Pathologists or other appropriate accrediting body. Prior to phlebotomist making first draw, the successful bidder will provide documentation to Long Term Care Facility management staff.
- c. Provide specimen containers and supplies, chemistry test/request form, preparation, and label specimens.
- d. Provide stat testing 24 hours a day, 7 days a week, on a call coverage basis. All stat testing will be performed by vendor.
  - 1) Vendor must respond within **one hour** of the call.
  - 2) Stat test result requires a **four-hour** test result reporting time.
- e. Provide routine testing results within 24 hours after specimen pickup.
- f. Send preliminary cultures reports in 80 hours from pick up for blood, fungal and any "problem" cultures, with final reports to follow upon completion.
- g. Report results on-line and/or by tele-printer for each Long-Term Care Facility. One tele-printer will be provided for each nursing care unit. Vendor will provide tele-printer, telephone line, and pay monthly charges.
- h. Test Results
  - 1) Establish and maintain a control number on each client and specimen.
  - 2) Issue a written report to the appropriate authorized individuals following completion of the tests.
  - 3) Telephone critical/panic values to the appropriate nursing unit on day shift or the nursing supervisor on off-shifts as soon as the results are confirmed, with a hard copy faxed to the clinic site.

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- i. Provide a monthly infection surveillance summary report for each Long-Term Care Facility.

The report shall contain at least:

- Date(s) of collection of the samples, and the date reported
  - Long Term Care facility's name and account number
  - Condition of the specimen as received - was it acceptable or not acceptable?
  - Results of each test requested
  - High and low flags
  - Normal values and expected values
  - Client's name, date of birth, Medical Record Number and account number
  - Nursing unit and room number
- j. Provide annual antibiogram showing percentage of each bacteria species resistant and susceptible to different antibiotics.
- k. Possess a **license to do business** in the State of Delaware, a copy of which will be provided to the Division should a contract be awarded. Provide **proof of liability insurance** in case of injury.
- l. Provide each Long-Term Care Facility site's nursing unit, nursing supervisor's office and nursing administrative office with a comprehensive clinical reference guide which will include the bidder's general information and services; specimen collection, preparation and handling procedures; and its guide for how to complete test request forms, profiles, and billing and insurance information.
- m. Provide phone numbers, pager and cellular numbers of at least two or more company representatives that will be able to answer questions concerning tests, turn-around times, or billing questions relative to the lab services contract.
- n. MONTHLY INVOICE

Provide Monthly invoice which will include client name, accession number, test performed, test number, cost of test, and all pertinent information necessary to convert data into UB92 Billing Information Invoice.

- o. DELAWARE MEDICAL ASSISTANCE PROGRAM and MEDICARE ASSISTANCE

Long Term Care Facilities will provide the successful bidder with Medicaid Managed Care, Medicaid, and Medicare numbers for clients covered by the contract.

- p. COST PER TEST

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The prospective contractor will:

- 1) Use the bid sheet for Long Term Care Facilities attached in **Attachment 13**. Bidder should fill out the cost per test and show the discount to be applied to all other tests not listed if billed to the Delaware Division of Aging and Adults with Physical Disabilities, Long Term Care Facilities.
- 2) Submit a professional fee schedule as established by the bidder as part of the bid package. A flat rate discount will be applied to all tests not covered under bid that are being billed to Long Term Care Facilities.

q. LONG TERM CARE STATISTICS

Selected contractor must provide a monthly summary of tests performed during the month by each Long-Term Care Facility. Monthly reports will be mailed to each Long-Term Care facility. Statistics must be received within 30 days of the end of each monthly cycle. Refer to **Attachment 19**.

Monthly statistics will be mailed to:

**Division of Services for Aging and Adults with Physical Disabilities**  
**Herman M. Holloway Sr. Health and Social Services Campus**  
**1901 N. DuPont Highway, New Castle, DE 19720**  
**ATTN: Franklin Jones (DSAAPD Program Administrator)**  
[Franklin.Jones@delaware.gov](mailto:Franklin.Jones@delaware.gov)

At a minimum the summary must include:

- 1) Number of tests performed at each Long-Term Care Facility, by test number.
- 2) Total cost of tests at each Long-Term Care Facility, to whom the costs were billed (i.e., Medicaid Managed Care, Medicaid, Medicare, private insurance), and total, combined dollar amount billed to Long Term Care Facilities.

r. Services

The successful contractor will ensure that all Vendor's staff members including phlebotomists and couriers comply with:

- 1) DHSS Long-Term Care Residential Facilities Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law;  
[http://regulations.delaware.gov/AdminCode/title16/3000/3\\_201.shtml](http://regulations.delaware.gov/AdminCode/title16/3000/3_201.shtml)
- 2) All Medicaid and/or Medicare-certified Long-Term Care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) federal regulations (42 CFR) and State Operations Manual for such facilities; and

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- 3) All applicable HIPAA regulations. Any contractual employee having contact with residents will be required to supply a copy of and the vendor will also be required to have, on file, a copy of the Service Letter check of the employee's employment history with current and previous employers.

The purpose of the check will be to identify any misconduct by the employee in the areas of violence, threats of violence, abuse and/or neglect. The employee will also be required to authorize the vendor to have, on file, an **Adult Abuse Registry check** and a **Child Abuse Registry check**.

All contractual employees having contact with residents will be required to attend a training session regarding resident Abuse, Neglect, Mistreatment, Misappropriation of Property or Significant injury. The training session will be conducted at the appropriate facility by facility staff.

Before beginning work at a facility all contractual employees must present documented evidence of a recent Mantoux tuberculin skin test (PPD).

## 5. Training and Review

Within 30 days of contract execution, the representative will visit each clinic site and each Long-Term Care Facility site for distribution of "User Friendly" comprehensive clinical reference guides. Following the initial visit, the representative will make visits every three months for updates of manual, quality assurance issues and procedures for tests (specimen collection manual). Representative must be available to sites to resolve quality assurance issues. Vendor will be required to provide in-service training on ICD-9/ICD-10 codes and other service related problems, including forms and Medicaid issues, as required, by each Clinic or Long-Term Care facility.

## 6. Quality Assurance

- a. Contractor must provide testing and specimen rejection policy as it relates to each test identified in the contract.
- b. On a six (6) month basis, the contractor will identify, by clinic site and Long-Term Care Facility site, the number and reason of test types rejected.
- c. Contractor must meet all applicable Clinical Laboratory Improvement Amendments (CLIA) amendment regulations and provide a copy of the current CLIA lab certificate.
- d. Contractor must be able to provide testing which will provide accuracy to a confidence level according to the Centers for Medicare and Medicaid Services (CMS).
- e. Contractor must define its continuous Quality Improvement program including, but not be limited to, the procedures, frequency, percentage, and sample

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selection criteria. Contractor must participate in each Long-Term Care facility's Quality Assurance Improvement Panel program according to that facility's plan.

**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 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).

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise (for this particular project)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with this type of work and its requirements

**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

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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.

Tony Ward  
Quality Assurance Administrator  
E-mail Address: [Tony.R.Ward@delaware.gov](mailto:Tony.R.Ward@delaware.gov)  
Phone # 302-744-4785  
Fax# 302 – 733-3313

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:

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- 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 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 2 paper copies and 6 electronic copies on CD or DVD media disk.**

**HARD COPIES**

Each required copy must contain the following sections:

- 1. Technical Proposal
- 2. Business Proposal/Budget – Budget must not be included in or attached to the Technical Proposal.

**ELECTRONIC COPIES**

Each required CD or DVD must contain a minimum of two files as follows:

- 1. Technical Proposal – One document in PDF or Word Format
- 2. Business Proposal – In Excel or Word

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 June 12, 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**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**2<sup>nd</sup> floor –room #257**  
**1901 N. DuPont Hwy**  
**Herman Holloway Campus**  
**New Castle, DE 19720**  
**(302) 255-9291**  
[dhss\\_dms\\_dmsprocure@delaware.gov](mailto:dhss_dms_dmsprocure@delaware.gov)

Bidders are directed to clearly **print “BID ENCLOSED” and the RFP number “HSS 20 030”** on the outside of the bid submission package.

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

Any proposal submitted by US Mail shall be sent either certified or registered mail. Proposal must be received at the above address no later **than 11:00 AM (Local Time) on June 12, 2020.**

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 cost 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**

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 11, 2021. 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

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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**

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

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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.

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 publically 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

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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**

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. Sub-contracting 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 major subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

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**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 30, 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 May 15, 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

Paragraph number

Page number

Text of passage being questioned

Questions are to be submitted electronically (by email) to the contact person for this RFP, Tony Ward at [Tony.R.ward@delaware.gov](mailto:Tony.R.ward@delaware.gov) or Robert Prosser at [Robert.Prosser@delaware.gov](mailto:Robert.Prosser@delaware.gov).

**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

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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.

**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.

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**23. 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.

**24. Award of Contract**

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

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

**a. RFP Award Notifications**

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

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

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

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

**25. 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.

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**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 Director of the Division of Public Health, 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-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](#).

**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:

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Criteria	Weight
<b>Qualifications of vendor</b> a) Administrative Oversight b) Past experience in successfully operating quality programs of a similar type and with a similar population c) Quality Assurance Program details d) Available resources	<b>25</b>
<b>Methodology Proposed</b> a) Services proposed fit needs as expressed in RFP. b) Proposed activities follow logical sequence. c) Adequacy of work plan & timeline schedules. d) Builds on existing work of the Division's planning efforts.	<b>25</b>
<b>Responses to Scope of Services, Section II</b>	<b>20</b>
The degree to which the bidder demonstrates the potential ability to recruit, hire, schedule, and train qualified applicants.	<b>15</b>
Evaluation of the proposed costs as they relate to the proposed service delivery.	<b>12</b>
<b>Inclusion of ACA Safe Harbor Additional Fees</b>	<b>3</b>
<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>	
<b>1) Does the bidder have a Supplier Diversity plan currently in place?</b>	<b>Yes/No</b>
<b>2) Does the bidder have any diverse sub- contractors as outlined in Attachment 8 Tier II Sub-contractors?</b>	<b>Yes/No</b>
<b>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.</b>	<b>Yes/No</b>
<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.

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**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.

If the vendor(s) are invited to make oral presentations, the evaluation team members will base their final scores on both the written proposal and the oral presentation.

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**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.

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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 three (3) years with two (2) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- 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

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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 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,

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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 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.

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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 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:

Tony Ward  
Quality Assurance Administrator  
E-mail Address: [Tony.R.Ward@delaware.gov](mailto:Tony.R.Ward@delaware.gov)  
Phone # 302-744-4785  
Fax# 302-733-3313

**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

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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:

- 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.

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- 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;
  - 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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**Delaware Department of Health and Social Services  
Division of Public Health  
417 Federal Street  
Dover, DE 19901**

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 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

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local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

**I. Warranty**

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

**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, DHSS 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. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings

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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 8.0 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 Public Health.

**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, 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 Division of Public Health.

**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.

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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 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**

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.

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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.

**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,

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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**

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. 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.

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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.

### 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.

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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.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) 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 Request for Proposals number **HSS 20 030** 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

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Delaware Health and Social Services, Division of Public Health

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.

*[balance of page is intentionally left blank]*

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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 – Bidder's Signature Form
- Attachment 11 – Statements of Compliance
- Attachment 12 – Certification Sheet
- Attachment 13 – Bid Sheets
- Attachment 14 – Number of Tests Performed in 2019
- Attachment 15 – Northern Health Services Clinic Addresses
- Attachment 16 – Southern Health Services Clinic Addresses
- Attachment 17 – Christiana Care Community Program Addresses
- Attachment 18 – Delaware Public Health Laboratory Addresses
- Attachment 19 – Long Term Care Facility Addresses
- Attachment 20 – Division of Public Health Program Reporting Requirements
- Appendix A – Minimum Response Requirements
- Appendix B – Detailed Scope of Work
- Appendix C – Sample Contract Boilerplate

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## **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, 5, 10, 11, and 12 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 Tony Ward at [Tony.R.Ward@delaware.gov](mailto:Tony.R.Ward@delaware.gov). 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.

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@state.de.us](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

**NO PROPOSAL REPLY FORM**

Request for Proposal No. HSS 20 030

Request for Proposal Title: Clinic and Long-Term Care Facility Laboratory Services

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.**

**REQUEST FOR PROPOSALS NO.:** HSS 20 030  
**REQUEST FOR PROPOSALS TITLE:** Clinic and Long-Term Care Facility Laboratory Services  
**DEADLINE TO RESPOND:** June 12, 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 Public Health

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 Public Health.

COMPANY NAME \_\_\_\_\_ Check 

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

  
one)

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

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
 (COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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**Attachment 5**

Request for Proposals No. HSS 20 030

Request for Proposals Title: Clinic and Long-Term Care Facility Laboratory Services

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).

<b>1. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Vendor (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	

<b>2. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Vendor (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	

<b>3. Contact Name &amp; Title:</b>	
<b>Business Name:</b>	
<b>Address:</b>	
<b>Email:</b>	
<b>Phone # / Fax #:</b>	
<b>Current Vendor (YES or NO):</b>	
<b>Years Associated &amp; Type of Work Performed:</b>	

**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. HSS 20 030	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
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**



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Attachment 8

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

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

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

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)



**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.



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

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.



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

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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

**CERTIFICATION SHEET**

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and

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- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Violations and Penalties:**

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

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**ATTACHMENT 13**

**BID SHEETS  
FOR  
CLINIC LABORATORY TESTS  
AND  
LONG TERM CARE FACILITIES**

**Bid Sheet for CLINIC LABORATORY SERVICES**

State of Delaware – Division of Public Health (DPH)

Bid Form for CLINIC LABORATORY SERVICES Contract # \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

**Below are the tests in which the Division of Public Health requests a firm price per test. These prices will be valid for the duration of the contract.**

<b><u>TEST</u></b>	<b><u>COST Per TEST</u></b>
AFP, Serum, Tumor Marker	_____
Alkaline Phosphatase, S	_____
AIP+ALT+AST+BUN+Creat+GGT+L	_____
ALT (SGPT)	_____
Amenorrhea Profile	_____
Anaerobic and Aerobic Culture	_____
AST (SGOT)	_____
Basic Metabolic Panel (8)	_____
Bilirubin, Total	_____
Breast Discharge Cytology	_____
CBC With Differential/Platelet	_____
CBC/Diff Ambiguous Default	_____
Change IG Pap to LB Pap	_____
Chlamydia/GC Amplification	_____
Chlamydia/GC NAA, Confirmation	_____
CMP12+8AC	_____
CMP14+7AC	_____
CMP14+CBC/D/Plt	_____
CMP14+LP+CBC/D/Plt	_____
Comp. Metabolic Panel (14)	_____
Creatinine, Urine	_____
Ct/GC NAA, Pharyngeal	_____
Ct/GC NAA, Rectal	_____
Cytomegalovirus (CMV) Ab, IgG	_____

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Estradiol	_____
Folate (Folic Acid), Serum	_____
FSH and LH	_____
GGT	_____
Glucose, Plasma	_____
Glucose, Serum	_____
HB Solu + Rflx Frac	_____
HBsAg Screen	_____
HBV Prevaccination (Profile X)	_____
HBV Real-Time PCR, Quant	_____
hCG,Beta Subunit, Qnt, Serum	_____
hCG,Beta Subunit,Qual,Serum	_____
HCV Antibody	_____
HCV FibroSURE	_____
HCV Genotyping Non Reflex	_____
HCV RT-PCR, Quant (Non-Graph)	_____
Helper T-Lymph-CD4	_____
Hemoglobin A1c	_____
Hep A Ab, IgM	_____
Hep A Ab, Total	_____
Hep B Core Ab, Tot	_____
Hep B Surface Ab	_____
Hep Be Ab	_____
Hep Be Ag	_____
Hepatic Function Panel (6)	_____
Hepatic Function Panel (7)	_____
Hepatitis B Surf Ab Quant	_____
Hepatitis Panel (4)	_____
Herpes Simplex Virus I/II, IgG	_____
Hgb Frac. Profile	_____
HIV GenoSure(R) Integrase	_____
HIV GenoSure(R) MG	_____
HIV GenoSure(R) MG	_____
HLA B5701 Test	_____
HP5	_____
HPV, high-risk	_____
HPV, low volume rfx	_____
HSV 1 and 2-Specific Ab, IgG	_____
HSV Type 1-Specific Ab, IgG	_____
HSV Type 2-Specific Ab, IgG	_____
IGP, Aptima HPV	_____

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IGP, rfx Aptima HPV ASCU	_____
LDH	_____
Lead, Blood (Pediatric)	_____
Lipase, Serum	_____
Lipid Panel	_____
Lipid Panel w/ Chol/HDL Ratio	_____
Lipid Panel With LDL/HDL Ratio	_____
LP	_____
Magnesium, Serum	_____
Microalbumin, Random Urine	_____
Panel 083824	_____
Panel 083955	_____
Pap IG, Ct-Ng	_____
Pap IG, HPV-hr	_____
Pap IG, rfx HPV all pth	_____
Pap IG, rfx HPV ASCU	_____
Pap Lb (Liquid-based)	_____
Pap Lb, Ct-Ng	_____
Pap Lb, HPV-hr	_____
Pap Lb, rfx HPV ASCU	_____
Phosphorus, Serum	_____
Potassium, Serum	_____
Prolactin	_____
Prostate-Specific Ag, Serum	_____
Prot+CreatU (Random)	_____
Protein, Total, Urine	_____
Prothrombin Time (PT)	_____
QuantiFERON Client Incubated	_____
QuantiFERON In Tube	_____
Renal Panel (10)	_____
RNA Qualitative	_____
RNA, PCR (NonGraph) rfx/Geno	_____
RNA, PCR (NonGraph) rfx/Geno	_____
RNA, Real Time PCR (Graph)	_____
RNA, Real Time PCR (Non-Graph)	_____
RPR	_____
RPR Qn+TP Abs	_____
RPR Qn+TP Abs	_____
RPR, Rfx Qn RPR/Confirm TP	_____
RPR, Rfx Qn RPR/Confirm TP	_____
Sedimentation Rate-Westergren	_____

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T pallidum Ab (FTA-Ab)	_____
T3 Uptake	_____
T4 and TSH	_____
Testosterone, Free/Tot Equilib	_____
Testosterone, Serum	_____
Testosterone, Total, LC/MS	_____
Testosterone, Free and Total	_____
TestT+E2	_____
Thyroid Panel	_____
Thyroid Panel With TSH	_____
Thyroxine (T4)	_____
Toxoplasma Abs IgG/IgM	_____
Toxoplasma gondii Ab, IgG, Qn	_____
TP+TSH+Prl+FSH+LH	_____
TSH	_____
TSH Rfx on Abnormal to Free T4	_____
Urinalysis, Complete	_____
Urinalysis, Routine	_____
Urine Culture, Routine	_____
Varicella-Zoster V Ab, IgG	_____
Venipuncture	_____
Vitamin D, 25-Hydroxy	_____

## Bid Sheet for LONG TERM CARE FACILITIES

State of Delaware – Division of Aging and Adults with Physical Disabilities (DAASPD)

Bid Form for LONG TERM CARE FACILITIES                      CONTRACT # \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

**Below are the tests in which DAASPD requests a firm price per test.  
These prices will be valid for the duration of the contract.**

<u>TEST</u>	<u>COST Per TEST</u>
CBC, No Differential/Platelet	_____
Levetiracetam (Keppra), S	_____
Phenobarbital, Unbound	_____
Primidone (Mysoline(R)), Serum	_____
QuantiFERON Client Incubated	_____
Albumin, Serum	_____
Basic Metabolic Panel (8)	_____
BUN	_____
CBC With Differential/Platelet	_____
Comp. Metabolic Panel (14)	_____
Cortisol	_____
Creatinine, Serum	_____
Digoxin, Serum	_____
Electrolyte Panel	_____
Glucose, Plasma	_____
Glucose, Serum	_____
HBsAg Screen	_____
HCV Antibody	_____
Helper T-Lymph-CD4	_____
Hemoglobin A1c	_____
Hep B Core Ab, Tot	_____

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Hep B Surface Ab	_____
Hepatic Function Panel (7)	_____
Lipid Cascade	_____
Lipid Panel	_____
Lipid Panel w/ Chol/HDL Ratio	_____
Magnesium, Serum	_____
Phosphorus, Serum	_____
Potassium, Serum	_____
Prealbumin	_____
Prostate-Specific Ag, Serum	_____
Prothrombin Time (PT)	_____
QuantiFERON In Tube	_____
RNA, Real Time PCR (Graph)	_____
RNA, Real Time PCR (Non-Graph)	_____
T3 Uptake	_____
T4 and TSH	_____
Testosterone, Free+Total LC/MS	_____
Testosterone, Serum	_____
Thyroid Cascade Profile	_____
Thyroid Panel	_____
Thyroid Panel With TSH	_____
Thyroxine (T4)	_____
TSH	_____
UA/M w/rflx Culture, Routine	_____
Urinalysis, Complete	_____
Urinalysis, Routine	_____
Urine Culture, Routine	_____
Venipuncture	_____

**ATTACHMENT 14**

**NUMBER OF TESTS PERFORMED IN 2019 FOR  
ALL CLINICS COMBINED  
AND  
ALL LONG-TERM CARE FACILITIES COMBINED**

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<b>Test Name</b>	<b>Volume</b>
ABN Option 3	1
Actin (Smooth Muscle) Antibody	1
Aerobic Bacterial Culture	28
Aerobic Cult, Extended Incub	2
AFP, Serum, Tumor Marker	1
Albumin	11
Albumin, Random Urine	23
Albumin, Timed Urine	1
Albumin/Creatinine Ratio, Urine	47
Alk Phos Isoenzyme	3
Alkaline Phosphatase	9
Alpha-1-Antitrypsin, Serum	2
ALT (SGPT)	39
Ambig Abbrev BMP8 Default	13
Ambig Abbrev CMP14 Default	153
Ambig Abbrev HFP7 Default	1
Ambig Abbrev LP Default	27
Ambig Abbrev RP10 Default	2
Ambiguous Test Order	31
Ammonia, Plasma	8
Amy+Lipase	1
Amylase	10
ANA w/Reflex	1
Anaerobic and Aerobic Culture	3
Anaerobic Cult, Extended Incub	1
Anal Cytology (Prof)	38
Anal Cytology (Tech)	38
Anal Cytology, LBP	48
Antibody Screen	1
Antigliadin Abs, IgA	1
Antigliadin Abs, IgG	1
Antinuclear Antibodies, IFA	2
AST (SGOT)	37
AST and Platelets with APRI	1
Basic Metabolic Panel (7)	10
Basic Metabolic Panel (8)	406
Beta Strep Gp A Culture	1
Beta-2 Microglobulin, Serum	2
Bilirubin, Direct	2

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Bilirubin, Total	1
Bilirubin, Total/Direct, Serum	1
Blood Culture, Routine	2
Blood Drawing	14
B-Type Natriuretic Peptide	56
BUN	13
BUN+Creat	4
C difficile Toxigenic Culture	1
C difficile Toxin Gene NAA	2
C difficile Toxins A+B, EIA	11
Calcitriol (1,25 di-OH Vit D)	2
Calcium	4
Calcium, 24Hr Urine	1
Calcium, Ionized, Serum	4
Carbamazepine (Tegretol),S	11
CBC With Differential/Platelet	2366
CBC, No Differential/Platelet	14
CBC, Platelet, No Differential	27
CBC/Diff Ambiguous Default	56
CBC/Differential (No Platelet)	12
CCHS Kent Wellness Clinic	195
CCP Antibodies IgG/IgA	1
CEA	2
Celiac Ab tTG TIgA w/Rflx	1
Ceruloplasmin	2
Chlamydia/GC Amplification	445
Chlamydia/GC NAA, Confirmation	72
Clozapine (Clozaril), Serum	4
CMP12+1AC	1
CMP12+8AC	6
CMP14+7AC	2088
Cocaine (GC/MS), Urine	1
Cocaine, Urine	1
Comp. Metabolic Panel (12)	1
Comp. Metabolic Panel (14)	1453
Complement C3, Serum	2
Complement, Total (CH50)	2
Coombs', Direct	1
Cortisol	1
Cortisol Dexamethasone Reflex	1
C-Reactive Protein, Cardiac	7

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C-Reactive Protein, Quant	75
Creatine Kinase (CK), MB	1
Creatine Kinase, Total	13
Creatinine	11
Creatinine, Urine	1
Cryoglobulin, Ql, Serum, Rflx	1
Ct, Ng, Trich vag by NAA	12
Ct/GC NAA, Pharyngeal	390
Ct/GC NAA, Rectal	382
Cytomegalovirus (CMV) Ab, IgG	1
Cytomegalovirus (CMV) Ab, IgM	1
D-Dimer	3
DHEA-Sulfate	1
Differential/Total WBC Count	1
Digoxin, Random, Serum	1
Digoxin, Serum	14
Dover FAmily Physicians	4
Drug Scrn, Treatment Center	20
Electrolyte Panel	1
Erythropoietin (EPO), Serum	1
Estradiol	6
Estrogens, Total	2
Factor VIII Activity	1
Ferritin, Serum	64
Folate (Folic Acid), Serum	12
Free K+L Lt Chains, Qn, S	4
Free Valproic Acid (Depakote)	4
FSH and LH	1
FSH, Serum	3
Genital Culture, Routine	1
GenoSure Archive(SM)	4
GenoSure Prime(R)	2
GenoSure(R) Integrase	3
GenoSure(R) MG	37
GGT	4
Glucose	65
Gram Stain w/Sputum Cult Rflx	2
H. pylori Stool Ag, EIA	2
Haloperidol (Haldol(R)) Serum	2
Hb A1c+GlycoMark(R)(1,5 AG)	1
HB Solu + Rflx Frac	105

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HBsAg Screen	86
HBV Core Ab, IgG/IgM Diff	20
HBV Genotype + Drug Resistance	1
HBV Real-Time PCR, Quant	37
hCG,Beta Subunit, Qnt, Serum	2
hCG,Beta Subunit, Qual, Serum	30
HCV Ab w/Rflx to Verification	4
HCV Antibody	122
HCV Antibody RFX to Quant PCR	13
HCV FibroSure	24
HCV Genotype Reflex NS5A	5
HCV Genotyping Non-Reflex	12
HCV NS5A Drug Resistance Assay	2
HCV RNA by PCR, Qn Rfx Geno	7
HCV RNA NAA Qualitative	1
HCV RT-PCR, Quant (Graph)	9
HCV RT-PCR, Quant (Non-Graph)	61
HDL Cholesterol	1
Helper T-Lymph-CD4	683
Hematocrit	95
Hemoglobin	97
Hemoglobin A1c	984
Hep A Ab, IgM	3
Hep A Ab, Total	98
Hep B Core Ab, IgM	1
Hep B Core Ab, Tot	59
Hep B Surface Ab	91
Hep Be Ab	2
Hep Be Ag	3
Hepatic Function Panel (6)	13
Hepatic Function Panel (7)	79
Hepatitis A (Prof V)	1
Hepatitis B Surf Ab Quant	32
Hepatitis Panel (4)	23
Hgb A1c with eAG Estimation	19
Hgb Frac. Profile	1
Hgb Solubility	1
Hgb+Hct	2
HLA B 27 Disease Association	1
HLA B5701 Test	42
HPV Genotypes 16/18,45	1

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HPV, 16/18,45	1
HSV 1 and 2-Spec Ab, IgG w/Rfx	126
HSV 1/2 PCR	1
HSV Culture and Typing	1
HSV Type 1-Specific Ab, IgG	7
HSV-2 Type Spec Ab, IgG w/Rfx	6
IgA Heavy Light Chains (HLC), S	1
IgG Heavy Light Chains (HLC), S	1
IgM Heavy Light Chains (HLC), S	1
Igp, CtNgTv, rfx Aptima HPV ASCU	10
IHC 1st AB Stain x1 GLBL	1
IHC 1st AB Stain x1 PROF	1
IHC 1st AB Stain x1 TECH	1
Immunofixation, Serum	6
Immunoglobulin A, Qn, Serum	1
Influenza A and B, RT PCR	11
Influenza A+B Ag, EIA	18
Internal Sample ID error	1
Iron	15
Iron and TIBC	51
Itraconazole, Serum/Plasma	1
Kidney Profile	1
Kidney Profile+BMP	1
LDH	4
Lead, Blood (Adult)	1
Lead, Blood (Pediatric)	4
Levetiracetam (Keppra), S	11
Lipase	10
Lipid Panel	982
Lipid Panel w/ Chol/HDL Ratio	95
Lipid Panel With LDL/HDL Ratio	18
Lithium (Eskalith(R)), Serum	2
LP+CHD Risk	1
Luteinizing Hormone (LH), S	3
Lymphocyte Subset 6	1
Magnesium	40
Measles/Mumps/Rubella Immunity	5
MRSA Screening Culture	8
Mumps Antibodies, IgG	1
NASH FibroSure	6
Nephrology Associates Dover #	7

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NuSwab Vaginitis (VG)	5
NuSwab Vaginitis Plus (VG+)	24
Occult Blood, Fecal, IA	137
One Specimen Identifier	34
Osmolality, Urine	1
Ova + Parasite Exam	2
Oxcarbazepine (Trileptal),S	1
Panel 083935	383
Panel 083955	1
Pap IG, Ct-Ng TV rfx HPV ASCU	12
Pap IG, rfx HPV all pth	23
Pap Lb (Liquid-based)	14
Pap Lb, HPV-hr	172
Pap Lb, rfx HPV ASCU	149
PapIG, CtNgTv, HPV, rfx 16/18	6
Pathology Report	9
Phenytoin (Dilantin), Serum	18
Phosphorus	5
Physician Read Pap	36
Platelet Count	35
Platelet Count on Citrated Bld	2
Potassium	24
Prealbumin	22
Pregnancy Test, Urine	1
Prolactin	10
Prostate-Specific Ag, Serum	47
Prot+CreatU (Random)	40
Protein Electro., S	4
Protein, Total	1
Protein, Total, Urine	2
Prothrombin Time (PT)	29
PSA Total (Reflex to Free)	5
PSA Total+% Free	1
PSA Ultra. W/Serial Monitor	1
PSA, Complexed	1
PSA, Serum (Serial Monitor)	2
PSA, Ultrasensitive W/O Serial	1
PT and PTT	12
PTH, Intact	25
QFT-TB Plus (Client Incubated)	13
QuantIFERON-TB Gold Plus	629

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RA Expanded Profile	1
Renal Panel (10)	43
Reticulocyte Count	2
Rheumatoid Arthritis Factor	2
RNA, PCR (NonGraph) rfx/PSGT	1
RNA, Real Time PCR (Graph)	19
RNA, Real Time PCR (Non-Graph)	1149
RPR	17
RPR, Rfx Qn RPR/Confirm TP	635
Salmonella/Shigella Screen	1
Sedimentation Rate-Westergren	79
Sex Horm Binding Glob, Serum	1
Sirolimus (Rapamune), Blood	2
Sodium	8
Sodium, Urine	2
STAT	139
Stool Culture	10
T pallidum Ab (FTA-Ab)	2
T pallidum Screening Cascade	5
T3 Uptake	6
T4 and TSH	3
Tacrolimus (FK506), Blood	1
Thyroid Cascade Profile	10
Thyroid Panel	1
Thyroid Panel With TSH	94
Thyroxine (T4)	12
Thyroxine (T4) Free, Direct, S	21
Toxoplasma Abs IgG/IgM	1
Toxoplasma gondii Ab, IgG	12
Toxoplasma gondii Ab, IgG, Qn	18
Toxoplasma gondii Ab,IgM,Qn	1
TP+TSH+Prl+FSH+LH	1
Transferrin	6
Transferrin Saturation	2
Treponema pallidum Antibodies	1
Trich vag by NAA	3
Triglycerides	1
Triiodothyronine (T3)	7
Triiodothyronine (T3), Free	1
Troponin T	1
TSH	231

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TSH reflex to T4F	2
TSH Rfx on Abnormal to Free T4	7
TSH+Free T4	16
tTG/DGP Screen	1
t-Transglutaminase (tTG) IgA	1
t-Transglutaminase (tTG) IgG	1
UA/M w/rflx Culture, Routine	1
UHS of Dover LLC	178
Upper Respiratory Culture	5
Uric Acid	6
Urinalysis, Complete	149
Urinalysis, Routine	242
Urine Culture, Routine	126
Urine Culture, Comprehensive	40
Urine Cytology	1
Urine Cytology (Prof)	1
Urine Cytology (Tech)	1
Valproic Acid (Depakote)(R), S	126
Valproic Acid (Total+Free)	3
Varicella Zoster Abs, IgG/IgM	1
Varicella-Zoster V Ab, IgG	2
Vendor Phlebotomy Fee	2
Venipuncture	2556
Viral Culture, Rapid, Influenza	7
Vitamin A, Serum	2
Vitamin B12	22
Vitamin B12 and Folate	9
Vitamin D, 1,25 + 25-Hydroxy	17
Vitamin D, 25-Hydroxy	349
von Willebrand Factor (vWF) Ag	1
Von Willebrand Factor Multi.	1
WBC	22
White Blood Cells (WBC), Stool	1
Zinc, Plasma or Serum	1

**ATTACHMENT 15**

**Northern Health Services Clinic Addresses**

**PORTER PUBLIC HEALTH UNIT**

Porter State Service Center  
509 West 8th Street  
Wilmington, DE 19801

**HUDSON PUBLIC HEALTH UNIT**

Hudson State Service Center  
501 Ogletown Road  
Newark, DE 19711

**ATTACHMENT 16**

**Southern Health Services Clinic Addresses**

**KENT PUBLIC HEALTH UNIT**

Williams State Service Center  
805 River Road  
Dover, DE 19901

**MILFORD PUBLIC HEALTH UNIT**

Riverwalk Shopping Center  
253 NE Front ST.  
Milford DE 19963

**SEAFORD PUBLIC HEALTH UNIT**

Shipleigh State Service Center  
350 Virginia Avenue  
Seaford, DE 19973

**PYLE HEALTH UNIT**

Pyle State Service Center  
Rt. 2 Box 281-1  
Omar-Roxana Road  
Frankford, DE 19945

**SUSSEX COUNTY HEALTH UNIT**

Georgetown State Service Center  
544 S. Bedford Street  
Georgetown, DE 19947

**And  
One Non-Public Health Site Address**

**DELAWARE STATE UNIVERSITY**

1200 N. DuPont Highway  
Dover, DE 19901

**ATTACHMENT 17**

**Christiana Care Community Program Addresses  
(HIV/AIDS Medical Services)**

**Christiana Care HIV Community Program (Georgetown Wellness  
Clinic)**

Stockley Campus  
26351 Patriots Way  
102 Lloyd Lane  
Georgetown, DE 19947

**Christiana Care HIV Community Program (Kent Wellness Clinic)**

Delaware Hospital for the Chronically Ill (DHCI) Campus  
100 Sunnyside Road  
Smyrna, De 19977

**ATTACHMENT 18**

**Delaware Public Health Laboratory Address**

Delaware Public Health Laboratory (DPHL)  
30 Sunnyside Road  
Smyrna, DE 19977

**NOTE:**

DPHL should receive the Monthly and Annual reports for *All Clinics Combined* only.

**ATTACHMENT 19**

**Long Term Care Facility Addresses**

**GOVERNOR BACON HEALTH CENTER**

P.O. Box 559  
Delaware City, DE 19706  
Phone (302) 836-2580

78 Operating Beds  
Intermediate Care Facility

**DELAWARE HOSPITAL FOR THE CHRONICALLY ILL**

30 Sunnyside Road  
Smyrna, DE 19977  
Phone (302) 223-1000

205 Operating Beds  
Skilled Nursing Facility &  
Intermediate Care Facility

**ATTACHMENT 20**

**DIVISION OF PUBLIC HEALTH (DPH)**

**PROGRAM**

**REPORTING REQUIREMENTS**

STATE OF DELAWARE  
Delaware Health and Social Services, Division of Public Health

**DPH Laboratory Report Matrix**

<b>Report Name</b>	<b>Send To</b>	<b>Frequency</b>	<b>Mode</b>	<b>Format</b>
Clinic-by-Clinic Summary	<p>Division of Public Health ATTN: Contract Manager Community Health Jesse Cooper Building, Garden Level 417 Federal Street Dover, DE 19901</p> <p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator University Plaza, Chopin Building 258 Chapman Road, Suite 100 Newark DE. 19702</p> <p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-12
All Northern Health Services (NHS) All Clinics Report  All Tests by Volume, and All Tests by Cost	<p>Northern Health Services (New Castle County sites) ATTN: County Health Administrator University Plaza, Chopin Building 258 Chapman Road, Suite 100 Newark DE. 19702</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-12
Southern Health Services (SHS) All Clinics Report  All Tests by Volume, and All Tests by Cost	<p>Southern Health Services (Kent and Sussex Counties) ATTN: County Health Administrator Georgetown State Service Center 544 S. Bedford Street Georgetown, DE 19947</p>	Monthly and Annual	Paper and/or electronic attachment	See page 8-12
Long Term Care Summary Report	See Attachment G	Monthly and Annual	Paper and/or electronic attachment	See page 16-20
Lead Program Report	<p>Attn: Lead Program Director Division of Public Health, 2<sup>nd</sup> Fl. 417 Federal Street Dover, DE 19901</p>	<p>24-hour turn-around for results</p> <p>Monthly and Annual</p>	Paper and/or electronic attachment	See page 14-15

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**DPH Laboratory Report Matrix, continued**

<b>Report Name</b>	<b>Send To</b>	<b>Frequency</b>	<b>Mode</b>	<b>Format</b>
Family Planning Annual Report (FPAR)  Cervical Cancer Screening Activities	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901  Phone: (302) 744-4920 FAX: (302) 739-6653 DPH Title X Family Planning Program DHSS_DPH_TitleX@delaware.gov	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 63
Family Planning Annual Report (FPAR)  Unduplicated Number of Family Planning  Users Tested for Chlamydia by Age and Gender	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901  Phone: (302) 744-4920 FAX: (302) 739-6653 DPH Title X Family Planning Program DHSS_DPH_TitleX@delaware.gov	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 63
Family Planning Annual Report (FPAR)  Number of Gonorrhea, Syphilis, and HIV Tests	Attn: Family Planning Director Division of Public Health 417 Federal Street Dover, DE 19901  Phone: (302) 744-4920 FAX: (302) 739-6653 DPH Title X Family Planning Program DHSS_DPH_TitleX@delaware.gov	1/1 to 3/31 by 4/30 4/1 to 6/30 by 7/31 7/1 to 9/30 by 10/31 1/1 to 12/31 by 1/31	Paper and/or electronic attachment	See page 64
Laboratory Monthly Report	Attn: STD Director, 540. S. DuPont Hwy Suite 12 Room 200L Dover, DE 19901  Phone: (302) 744-1063 FAX: (302) 739-2548 Cathy Mosley Cathy.Mosley@state.de.us	Monthly	Electronic Attachment	See page 64

## Division of Public Health Program-Specific Reports

### I. Family Planning Reports-Cervical Cancer Screening Activities

#### Cervical Cancer Screening Activities

SCREENING ACTIVITY		Number of Users or Number of Tests (a)
1	<b>Unduplicated number of users</b> who obtained a Pap test	
2	<b>Number of Pap tests</b> performed	
3	<b>Number of Pap tests</b> with an ASC or higher result	
4	<b>Number of Pap tests</b> with an HSIL or higher result	

Date Submitted: \_\_\_\_\_

Reporting Period: January 1, 20\_\_\_\_ through December 31, 20\_\_\_\_

or Quarter: \_\_\_\_\_ through \_\_\_\_\_  
(Month/day/year) (Month/day/year)

### II. Family Planning Reports – Chlamydia Tests

#### Unduplicated Number of Users Tested for Chlamydia by Age and Gender

Age Group (Years)		Number of users	
		Female Users (a)	Male Users (b)
1	Under 15		
2	15–17		
3	18–19		
4	20–24		
5	25 and over		
<b>6</b>	<b>Total Users (sum rows 1 to 5)</b>		

Date Submitted: \_\_\_\_\_

Reporting Period: January 1, 20\_\_\_\_ through December 31, 20\_\_\_\_

or Quarter: \_\_\_\_\_ through \_\_\_\_\_  
(Month/day/year) (Month/day/year)

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**II. Family Planning Reports – Number of Gonorrhea, Syphilis, and HIV Tests**

**Number of Gonorrhea, Syphilis, and HIV Tests**

Test Type		Number of Tests		Total Tests (Sum Cols A + B) (c)
		Female (a)	Male (b)	
1	Gonorrhea			
2	Syphilis			
3	HIV – All confidential tests			
4	HIV – Positive confidential tests			
5	HIV – Anonymous tests			

**III. Sexually Transmitted Diseases**

**Laboratory Monthly Report for Sexually Transmitted Diseases**  
(Provide in Excel Spreadsheet)

Date of Collection	Specimen Number	Patient Name	Patient ID number	Site Name	Laboratory Service	Service Code	Payee	Amount Charged
11/28/07 Sample entry	12345	Doe, Jane	6789	KCHU-STD	Thin prep	XXX	DPH	\$XYZ.00

## 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 3 of the Request for Proposal including an Applicant's experience, if any, providing similar services. Also, 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.
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, signed Bidders Signature Form. (See Attachment 10)
11. One (1) complete, signed Statements of Compliance Form (See Attachment 11)
12. One (1) complete, signed Certification Sheet (See Attachment 12)
13. Responses to Supplier Diversity and Inclusion plan questions located in Evaluation Criteria section of this RFP (Section IV.C.2.).

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. Two (2) 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. Six (6) electronic copies of the vendor proposal saved to CD or DVD media disk. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

*[balance of page is intentionally left blank]*

**APPENDIX B**  
**DETAILED SCOPE OF WORK**

See Page 4, Section II of this RFP

**APPENDIX C**

**SAMPLE CONTRACT BOILERPLATE**

**PROFESSIONAL SERVICES AGREEMENT  
For  
[ENTER CONTRACT NAME]  
Contract No. [Enter Contract Number]**

This Professional Services Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_ (Effective Date) and will end on \_\_\_\_\_, 20\_\_, by and between the State of Delaware, Department of Health and Social Services, Division of Public Health, ("Delaware"), and \_\_\_\_\_, (the "Vendor"), with offices at \_\_\_\_\_.

WHEREAS, Delaware desires to obtain certain services to \_\_\_\_\_; and \_\_\_\_\_.

WHEREAS, Vendor desires to provide such services to Delaware on the terms set forth below;

WHEREAS, Delaware and Vendor represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, Delaware and Vendor agree as follows:

**1. Services.**

- 1.1. Vendor shall perform for Delaware the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2. Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) Division of Public Health Requirements, attached hereto as Appendix A; (c) Service and Budget Description, attached hereto as Appendix B; (d) Delaware's request for proposals, attached hereto as Appendix \_\_\_\_\_; and (e) Vendor's response to the request for proposals, attached hereto as Appendix \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3. Delaware may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by Vendor shall be furnished, without the written authorization of Delaware. When Delaware desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify Vendor, who shall then submit to Delaware a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by Vendor for any aspect of its

performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

- 1.4. Vendor will not be required to make changes to its scope of work that result in Vendor's costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

## 2. Payment for Services and Expenses.

- 2.1. The term of the initial contract shall be from [REDACTED], 20[REDACTED] through [REDACTED], 20[REDACTED].
- 2.2. 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.
- 2.3. Delaware will pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix [REDACTED].
- 2.4. Delaware's obligation to pay Vendor for the performance of services described in Appendix [REDACTED], Statement of Work will not exceed the fixed fee amount of \$[REDACTED]. It is expressly understood that the work defined in the appendices to this Agreement must be completed by Vendor and it shall be Vendor's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. Delaware's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in Delaware's purchase order(s) to Vendor.
- 2.5. The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **ENTER CONTRACT NUMBER** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- 2.6. The State of Delaware intends to maximize the use of the Purchase Card (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.
- 2.7. Vendor shall submit monthly invoices to Delaware in sufficient detail to support the services provided during the previous month. Delaware agrees to pay those invoices within thirty (30) days of receipt. In the event Delaware disputes a portion of an invoice, Delaware agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide Vendor a detailed statement of Delaware's position on the disputed portion of the invoice within thirty (30) days of receipt. Delaware's failure

to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle Vendor to charge interest on the overdue portion at the rate of no more than 1.0% per month. All payments should be sent to the Vendor's identified address on record with the State of Delaware's Division of Accounting as identified in the completion of the electronic W-9.

- 2.8. Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by Vendor. If an Appendix specifically provides for expense reimbursement, Vendor shall be reimbursed only for reasonable expenses incurred by Vendor in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.9. Delaware is a sovereign entity and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.10. Delaware shall subtract from any payment made to Vendor all damages, costs and expenses caused by Vendor's negligence, resulting from or arising out of errors or omissions in Vendor's work products, which have not been previously paid to Vendor.
- 2.11. Invoices shall be submitted to:

Contact Person's Name and/or Program Name  
Street Address  
City, DE Zip Code

### **3. Responsibilities of Vendor.**

- 3.1. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by Vendor, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's failure to ensure compliance with DTI standards.
- 3.2. It shall be the duty of the Vendor to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. Vendor will not produce a work product that violates or infringes on any copyright or patent rights. Vendor shall, without additional compensation, correct or revise any errors or omissions in its work products.

- 3.3. Permitted or required approval by Delaware of any products or services furnished by Vendor shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of its work. Delaware's review, approval, acceptance, or payment for any of Vendor's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to Delaware caused by Vendor's performance or failure to perform under this Agreement.
- 3.4. Vendor shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by Vendor's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement

- 3.5. Designation of persons for each position is subject to review and approval by Delaware. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, Vendor will notify Delaware immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by Delaware. If Vendor fails to make a required replacement within 30 days, Delaware may terminate this Agreement for default. Upon receipt of written notice from Delaware that an employee of Vendor is unsuitable to Delaware for good cause, Vendor shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6. Vendor shall furnish to Delaware's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7. Vendor agrees that its officers and employees will cooperate with Delaware in the performance of services under this Agreement and will be available for consultation with Delaware at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8. Vendor has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by Delaware or any other political subdivision of Delaware.
- 3.9. Vendor will not use Delaware's name, either express or implied, in any of its advertising or sales materials without Delaware's express written consent.
- 3.10. The rights and remedies of Delaware provided for in this Agreement are in addition to any other rights and remedies provided by law.

**4. Time Schedule.**

- 4.1. A project schedule is included in Appendix [ ].

- 4.2. Any delay of services or change in sequence of tasks must be approved in writing by Delaware.
- 4.3. In the event that Vendor fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by Delaware, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, Delaware shall suspend the payments scheduled as set forth in Appendix [ ].

## 5. State Responsibilities.

- 5.1. In connection with Vendor's provision of the Services, Delaware shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2. Delaware agrees that its officers and employees will cooperate with Vendor in the performance of services under this Agreement and will be available for consultation with Vendor at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3. The services performed by Vendor under this Agreement shall be subject to review for compliance with the terms of this Agreement by Delaware's designated representatives. Delaware representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform Vendor by written notice before the effective date of each such delegation.
- 5.4. The review comments of Delaware's designated representatives may be reported in writing as needed to Vendor. It is understood that Delaware's representatives' review comments do not relieve Vendor from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5. Delaware shall, without charge, furnish to or make available for examination or use by Vendor as it may request, any data which Delaware has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by Delaware.

- 5.6. Delaware shall assist Vendor in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7. Vendor will not be responsible for accuracy of information or data supplied by Delaware or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8. Delaware agrees not to use Vendor's name, either express or implied, in any of its advertising or sales materials. Vendor reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

## **6. Work Product.**

6.1. All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by Vendor for Delaware relating to the services to be performed hereunder shall become the property of Delaware and shall be delivered to Delaware's designated representative upon completion or termination of this Agreement, whichever comes first. Vendor shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Delaware. Delaware shall have the right to reproduce all documentation supplied pursuant to this Agreement.

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

6.3. In no event shall Vendor be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, Vendor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4. Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by Vendor prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of Vendor even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. Delaware's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

## **7. Confidential Information.**

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

## **8. Warranty.**

- 8.1. Vendor warrants that its services will be performed in a good and workmanlike manner. Vendor agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2. Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by Vendor for Delaware in connection with the provision of the Services, Vendor shall pass through or assign to Delaware the rights Vendor obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

## **9. Indemnification; Limitation of Liability.**

- 9.1. Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of:
  - a. the negligence or other wrongful conduct of the Vendor, its agents or employees, or
  - b. Vendor's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided Vendor shall have been notified promptly in writing by Delaware of any notice of such claim.
- 9.2. If Delaware promptly notifies Vendor in writing of a third party claim against Delaware that any Deliverable infringes a copyright or a trade secret of any third party, Vendor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Delaware. Vendor will not indemnify Delaware, however, if the claim of infringement is caused by:
  - a. Delaware's misuse or modification of the Deliverable;
  - b. Delaware's failure to use corrections or enhancements made available by Vendor;
  - c. Delaware's use of the Deliverable in combination with any product or information not owned or developed by Vendor;
  - d. Delaware's distribution, marketing or use for the benefit of third parties of the Deliverable or
  - e. Information, direction, specification or materials provided by Delaware or any third party. If any Deliverable is, or in Vendor's opinion is likely to be, held to be infringing, Vendor shall at its expense and option either
    - ii. Procure the right for Delaware to continue using it,
    - iii. Replace it with a non-infringing equivalent,
    - iv. Modify it to make it non-infringing.

The foregoing remedies constitute Delaware's sole and exclusive remedies and Vendor's entire liability with respect to infringement.

#### **10. Employees.**

10.1. Vendor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Vendor in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor Delaware's request for specific individuals.

10.2. Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section, Personnel includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3. Possession of a Security Clearance, as issued by the Delaware Department of Safety and Homeland Security, may be required of any employee of Vendor who will be assigned to this project.

#### **11. Independent Contractor.**

11.1. It is understood that in the performance of the services herein provided for, Vendor shall be, and is, an independent contractor, and is not an agent or employee of Delaware and shall furnish such services in its own manner and method except as required by this Agreement. Vendor shall be solely responsible for, and shall indemnify, defend and save Delaware harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2. Vendor acknowledges that Vendor and any subcontractors, agents or employees employed by Vendor shall not, under any circumstances, be considered employees of Delaware, and that they shall not be entitled to any of the benefits or rights afforded employees of Delaware, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. Delaware will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Vendor or any of its officers, employees or other agents.

11.3. Vendor shall be responsible for providing liability insurance for its personnel.

11.4. As an independent contractor, Vendor has no authority to bind or commit Delaware. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

## **12. Dispute Resolution.**

12.1. 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.

12.2. If the matter is not resolved by negotiation, as outlined above, or, alternatively, DHSS 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. DHSS 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.

## **13. Remedies**

13.1. Except as otherwise provided in this Agreement, including but not limited to Section 12 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 Agreement, 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.

## **14. Suspension.**

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

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

## 15. Termination.

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

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

15.2. This Agreement may be terminated in whole or in part by Delaware for its convenience, but only after Vendor is given:

- a. Not less than 20 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with Delaware prior to termination.

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

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to Vendor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Vendor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Vendor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Vendor assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

15.5. The rights and remedies of Delaware and Vendor provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

15.6. Gratuities.

- a. Delaware may, by written notice to Vendor, terminate this Agreement if it is found after notice and hearing by Delaware that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Vendor or any agent or representative of Vendor to any officer or employee of Delaware with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

- b. In the event this Agreement is terminated as provided in 14.6.a hereof, Delaware shall be entitled to pursue the same remedies against Vendor it could pursue in the event of a breach of this Agreement by Vendor.
- c. The rights and remedies of Delaware provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**16. 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.

**17. Assignment; Subcontracts.**

17.1. Any attempt by Vendor to assign or otherwise transfer any interest in this Agreement without the prior written consent of Delaware shall be void. Such consent shall not be unreasonably withheld.

17.2. Services specified by this Agreement shall not be subcontracted by Vendor, without prior written approval of Delaware.

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

17.4. Vendor shall be and remain liable for all damages to Delaware caused by negligent performance or non-performance of work under this Agreement by Vendor, its subcontractor or its sub-subcontractor.

17.5. The compensation due shall not be affected by Delaware's approval of the Vendor's request to subcontract.

**18. Force Majeure.**

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

**19. Non-Appropriation of Funds.**

19.1. Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated Delaware may immediately terminate this Agreement, and absent such action this 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.

19.2. Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and Delaware's obligations under it shall be extinguished at the end of the fiscal year in which Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

## **20. State of Delaware Business License.**

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* ' 2502.

## **21. Complete Agreement.**

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

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

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

## **22. Miscellaneous Provisions.**

22.1. In performance of this Agreement, Vendor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. Vendor shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

22.2. Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

22.3. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to

enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22.4. Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Vendor further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

22.5. Vendor acknowledges that Delaware has an obligation to ensure that public funds are not used to subsidize private discrimination. Vendor recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, Delaware may declare Vendor in breach of the Agreement, terminate the Agreement, and designate Vendor as non-responsible.

22.6. Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul this contract 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.

22.7. This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

22.8. Vendor shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of Delaware may inspect or audit Vendor's performance and records pertaining to this Agreement at the Vendor business office during normal business hours.

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

### **23. Insurance.**

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 - \$1,000,000.00 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;
  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.

- d. Medical/Professional Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- e. Miscellaneous Errors and Omissions - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate
- f. 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:

**Division of Public Health  
417 Federal Street  
Dover, DE 19901**

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 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.

**24. 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.

**25. There is no Performance Bond requirement.**

**26. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, 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.

**27. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. Vendor consents to jurisdiction venue in the State of Delaware.

**28. Notices.**

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

To Delaware at:

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

To the Vendor at:


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

For the Vendor:

For the State of Delaware, Department of Health and Social Services:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kara Odom Walker, MD, MPH, MSHS  
Cabinet Secretary

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

For the Division of Public Health:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness