

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Low-Income Home Energy Assistance Program
Delaware Energy Assistance Program
ISSUED BY
The Department of Health and Social Services
Division of State Service Centers
RFP Number HSS-20-036

Contents:

- I. Overview
- II. Scope of Services
- III. Required Information
- IV. Professional Services RFP Administrative Information
- V. Contract Terms and Conditions
- VI. RFP Miscellaneous Information
- VII. Attachments

Appendix A – Statement of Work / Technical Requirements

*** Ctrl+Click on the headings above will take you directly to the section.*

I. OVERVIEW

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

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

Activity	Schedule
Public Notice	June 11, 2020
Deadline for Questions	June 19, 2020
Pre-Bid Meeting (Conference Call)	June 24, 2020 at 10:00 A.M. EDT
Response to Questions Posted by	July 08, 2020 at 04:30 P.M. EDT
Deadline for Receipt of Proposals	July 17, 2020 at 11:00 A.M. EDT
Estimated Notification of Award	August 10, 2020
Estimated Project Beginning	October 1, 2020

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).

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

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

Mandatory Pre-Bid Meeting

While not mandatory, the pre-bid meeting gives applicants an opportunity to walk through the RFP boilerplate, the RFP process, and address any questions or concerns from potential bidders.

A non-mandatory pre-bid meeting will be held on June 24, 2020 @ 10:00 A.M. EDT via conference call. Dial in number is (302) 526-5475, conference id # 4421874

To ensure that your contact information is documented in the list of attendees, **bidders should RSVP by June 14, 2020, to DHSS_DMS_dmsprocure@delaware.gov and Haly.Laasme-McQuilkin@delaware.gov**

The status of the pre-bid meeting will be posted to the RFP website as soon as possible at <http://bids.delaware.gov>. **If the pre-bid meeting is cancelled**, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in **Section IV.B.15.a** of this document.

II. SCOPE OF SERVICES

A. Introduction

This is a Request for Proposal (RFP) for Low-Income Home Energy Assistance Program (LIHEAP), Delaware Energy Assistance Program (DEAP) issued by Delaware Department of Health and Social Services (henceforth referred to as “The Department”), Division of State Service Centers (henceforth referred to as “The Division”), Office of Community Services (henceforth referred to as “The Office”).

The Delaware Department of Health and Social Services (DHSS) provides a wide range of public services in the areas of energy assistance, public health, social services, substance abuse and mental health, child support, developmental disabilities, long-term care, visual impairment, aging and adults with physical disabilities, and Medicaid and medical assistance.

The Division of State Service Centers’ (DSSC) mission is to alleviate crisis, improve the standard of living, develop self-sufficiency, provide volunteer and community service opportunities, address the cause and conditions of poverty, and provide access to information and referrals to appropriate services. The Division's programs include services for individuals and families, services and support for communities, emergency services, and volunteer opportunities.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

B. Background

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded block grant program designed to provide assistance to low-income households with energy costs associated with heating and cooling in residential dwellings, particularly those with the lowest incomes that pay a high portion of household income for home energy.

Under the Low-Income Home Energy Assistance Act of 1981 Congress appropriates funds for LIHEAP each federal fiscal year according to the allocation formula. It is administered through grantees consisting of the states, territories, and tribal organizations, which in turn deliver LIHEAP services directly or through community-based non-profit agencies. The Office of Community Services implements the LIHEAP through the Delaware Energy Assistance Program (DEAP) on a contractual basis with prime contractors. DEAP components include: Fuel Assistance Program (FAP), Crisis Intervention Program (CIP), Summer Cooling Assistance Program (SCAP), Weatherization Assistance Program (WAP), and Assurance 16 Activities (ASSUR16).

1. Fuel Assistance Program (FAP) is the principal component of DEAP. FAP provides home heating assistance for eligible households by mitigating their energy burden during the cold season. The alleviation is provided by offsetting household's heating expense in the amount of DEAP benefit.

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

3. Energy Crisis Intervention Program (ECIP) is a sub-component of CIP. It is a year-round crisis program that assists eligible households with an energy crisis when the weather conditions of the subsequent 72 hours pose a serious threat to the health or safety of one or more members of the eligible household. ECIP is designed to provide aid to the

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

households when they have been disconnected from the utility or are in risk of becoming disconnected from the utility (or rejected from the delivered fuel service) or they have less than 25% of their standard allocation of delivered fuel and the fuel vendor is refusing to provide services to the household. According to the federal statute, the crisis program has to provide services within 48 hours under regular crisis and 18 hours under life-threatening crisis.

Additionally, ECIP is also designed to provide assistance to the eligible households under prolonged severe or extreme weather; for example, prolonged heat wave or freeze, more frequent higher or colder temperatures than average in Delaware, natural disaster or storm or force majeure that causes conditions which threaten health and safety of LIHEAP eligible household. The disaster or state of emergency policy could be activated by the following possible events: Storm, Flood, Tornado, Epidemics, Hurricane, Fire, Explosion, Earthquake, Landslide, Subsidence, CBRN, PH Emergency, Extreme Heat, Extreme Cold/Blizzard, Industrial Accident, Transport Accident, Volcanic Activity, Tsunami.

4. Weatherization (WAP) component is administered by Delaware Department of Natural Resources and Environmental Control (DNREC) through a Memorandum of Understanding (MOU) with Delaware Department of Health and Social Services (DHSS), Office of Community Services (OCS).

5. Assurance 16 Activities (ASSUR16) is the minor component of DEAP which provides energy conservation measures and education to the eligible households.

C. Project Goals

The Division is requesting a **community-based non-profit entity** to provide **several components of the statewide DEAP** for eligible Delawareans with the program service period starting on **October 1, 2020**. The program service period is one federal fiscal year. Service period commences on October first (1) and terminates on September thirtieth (30) of the same federal fiscal year with option to extend the program services **for a total of five years, including the base year**, contingent upon the availability of appropriated funds and performance of the contractor.

Contract period is two federal fiscal years unless the funding of the contract is exhausted before the end of the second federal fiscal year. Contract period commences on the day of execution of the contract and terminates on September thirtieth (30) of the second federal fiscal year.

It is important to understand the difference between program year and contract period, because contracts are initiated annually but expire in the end of the second program year, unless the funding on the contract has been exhausted earlier.

The Division is seeking to fund an agency that is programmatically sound, fiscally responsible, and possesses strong performance records.

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

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

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

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

III. REQUIRED INFORMATION

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

A. Minimum Requirements

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).

5. LIHEAP DEAP RFP Minimum Requirements.

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

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

- 1) **Title Page.** The Title Page shall include:
 - a. The RFP number;
 - b. The RFP subject;

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- c. The name of the applicant;
- d. The applicant's full address;
- e. The applicant's telephone number;
- f. The name and title of the designated contact person;
- g. The bid opening date (**due date: July 17, 2020 at 11:00 A.M. EDT**).

2) Bidder's Signature Form (Attachment 12). Must have original signatures.

3) Transmittal Letter. For requirements of the Transmittal Letter please refer to the Section I.D. Must have original signatures.

Please provide the inclusion plan as the separate section of your proposal, if you stated that you have a written inclusion policy in place.

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

Transmittal Letter shall include in minimum:

- a. Bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>) relative to this RFP;
- b. A statement confirming the proposal remains effective through **September 30, 2021**;
- c. A statement confirming pricing was arrived at without collusion;
- d. A statement that bidder will comply with all terms and conditions in this RFP, except as to modifications mutually agreed upon by the contractor and Department;
- e. A clear statement and justification to any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on **Attachment 3**.) The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements;
- f. An attestation to the fact that no activity related to this proposal contract will take place outside of the United States.
- g. An attestation 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.
- h. A clear "Yes" or "No" statement about whether the bidder has a written inclusion policy in place. If yes, the bidder should attach a clearly identifiable copy of the inclusion plan to the proposal.

4) Proposal Response Table of Contents (Table of Contents – **Attachment 15**).

5) Statement of Compliance Form (Attachment 14). Must have original signatures.

6) Certification Sheet (Attachment 13). Must have original signatures.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- 7) Proof of Agency's 501 (c) (3) Status as a Non-Profit** and/or certification(s) necessary to perform services identified in the SOW.
- Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of documents or initiate the process of application where required.
- 8) Non-Collusion Statement (Attachment 2).** One complete, signed copy of the non-collusion agreement..
- 9) Exception Form (Attachment 3).** Please check box if no exception information.
- 10) Confidential Information Form (Attachment 4).** Please check box if no information is deemed confidential.
- 11) Business References (Attachment 5).** Applicants must complete both Attachments, 5 and 5A.
- a. **Business References (Attachment 5).** Please provide three references other than State of Delaware contacts and who will receive no financial gain and are not members of the agency's board.
 - b. **Past and Present Performance Questionnaire (PPQ) (Attachment 5A).** The applicant must:
 - i. Complete the PPQ Cover Letter and Sections A and B of the PPQ for each Business Reference listed in the Attachment 5.
 - ii. Send copies to the PPQ respondents identified in the Attachment 5 before bid opening date July 17, 2020. It is the responsibility of the applicant to follow up with the respondents specified in Attachment 5 and ensure that DSSC/OCS receives the completed PPQs no later than bid opening date July 17, 2020.
- The Applicant shall include Attachment 5 with its proposal; however, the PPQ respondent will send the completed questionnaire directly to the person identified in the PPQ Cover Letter.
- 12) Subcontractor Information Form (Attachment 6).** Please check box if not expecting to utilize subcontractors. Otherwise, submit completed and signed copy of the Subcontractor Information Form for each subcontractor. Must have original signatures.
- 13) Employing Delawareans Report (Attachment 10).**
- 14) Office of Supplier Diversity Certification Application (Attachment 9).**
- a. Please check box if no application submitted.
 - b. Please check box "Yes" if you have a Supplier Diversity Plan currently in place. If not, please check box "No".
 - c. Please check box "Yes" if you have any diverse subcontractors. If not, please check box "No".
- 15) List of Contracts with State of Delaware (Attachment 11).** Please check box if no contracts have been awarded by the State of Delaware during the last three years. Otherwise, list all the contracts awarded to the agency or its predecessor firm(s) by the

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

State of Delaware during the last three years. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

B. General Evaluation Requirements

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

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

1. Expertise - Corporate Qualifications

The following areas must be addressed:

- a. Describe the organization's expertise in area of the proposed scope of services and experience in operating any similar projects. A summary of similar current and completed projects should be included;
- b. Business References and PPQ (**Attachment 5**);
- c. Provide evidence that organization has the capability to administer all financial and programmatic aspects of this program; for example, federal, state, local government oversight reports and audits.
 - i. If agency has current or previous contracts with the State of Delaware (**Attachment 11**), the Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid.
 - ii. Agency must provide a copy of the last independent Single Audit, if it is required to conduct Single Audit according to the federal requirements. All state, local governments and non-profit agencies that have \$750,000 or more in federal funding for all contracted programs are required by the Federal Government to have a Single audit. This total includes federal funds received within or outside the State of Delaware. If your Single Audit resulted in administrative findings or corrective actions, the findings/corrective actions must be included in your submission to us along with your organization's response to those findings.

2. Work Plan

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- c. Describe how you plan to meet all the requirements listed in the SOW Sections 3.0 and 4.0;
- d. Describe agency's internal program evaluation and monitoring process;
- e. Include the Outreach Plan for the program;
- f. Include the Emergency Preparedness and Continuation Plan

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

3. Project Staffing and Organization

The following areas must be addressed:

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

C. Budget Evaluation Requirements

Failure to submit Budget Workbook will be grounds for immediate rejection of the proposal.

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

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

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

Budget Proposal

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

1. Budget Narrative

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

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

2. Administrative and Program Cost

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

- a. LIHEAP restricts operational costs. Operational costs include all the administrative costs and program costs that are not benefits or equipment to clients. Please see **SOW section 4.1.2.**
- b. LIHEAP restricts administrative costs. Distribution of administrative costs will depend on the performance of the previous program year. For the "administrative cost" definition please see **SOW sections 4.2.4;**
- c. LIHEAP can restrict program costs. For the "program cost" definition please see **SOW sections 4.2.5.**

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

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

IV. PROFESSIONAL SERVICES RFP ADMINISTRATIVE INFORMATION

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov and at <https://dhss.bonfirehub.com>. Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made through Bonfire at <https://dhss.bonfirehub.com> 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 information posted at <https://dhss.bonfirehub.com>. The RFP designated contact is:

Häly Laasme-McQuilkin

Haly.Laasme-McQuilkin@delaware.gov

Division of State Service Centers, Office of Community Services

Herman Holloway Campus, Charles Debnam Building

1901 N. Dupont Highway, New Castle, DE 19720

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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. **ALL PROPOSALS MUST BE SUBMITTED ONLINE** at <https://dhss.bonfirehub.com/>. **Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.**

2. **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.

3. **Proposals**

To be considered, all proposals must be submitted through Bonfire <https://dhss.bonfirehub.com/> and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

All proposals must be submitted prior to **11:00 AM (Local Time) on July 17, 2020.**

PROPOSAL REQUIREMENTS

- a. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses received after the Proposal Due Date and Time will not be accepted
- b. Upload your submission at: <https://dhss.bonfirehub.com>

Important Notes:

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- • Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- • Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- • Each submitted item of Requested Information will only become visible to DHSS after the proposal due date and time.

- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- • Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- • Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- Notarizations are no longer required.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com or 1(800)654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Any proposal submitted after the Deadline for Receipt of Proposals date will not be accepted. 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.

4. Proposal Modifications

Any changes, amendments or modifications to a proposal must be submitted through Bonfire prior to the proposal due date. 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.

5. 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, system demonstrations or negotiation process.

6. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **30 September 2021**. The State of Delaware reserves the right to ask for an extension of time if needed.

7. Late Proposals

Proposals submitted after the specified date and time will not be accepted by the Bonfire Portal. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt by Bonfire.

8. Proposal Opening

The State of Delaware will receive proposals via Bonfire until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel.

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](#).

9. 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.

10. 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.

11. 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.

12. Confidentiality of Documents

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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 file labeled "Confidential Business Information" and include the specific RFP number. The file 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 file 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.

13. Price Not Confidential

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

14. Multi-Vendor Solutions (Joint Ventures)

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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.

15. Sub-Contracting

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

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

16. 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the Bonfire Procurement Portal (<https://dhss.bonfirehub.com>.)

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/> .

To contact Delaware Health and Social Services or ask questions in relation to this RFP, respondents must register with the Organization's public purchasing portal at <https://dhss.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. Delaware Health and Social Services will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

17. 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.

18. State's Right to Cancel Solicitation

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

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

19. 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.

20. 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 OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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 and dhss.bonfirehub.com. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

23. Exceptions to the RFP

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

24. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using **Attachment 5**. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered. For further guidance, please see **Section III.A.11**.

25. Award of Contract

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

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

a. RFP Award Notifications

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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.

26. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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

[balance of page is intentionally left blank]

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

1) Criteria Weight

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

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

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

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

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

2) Non-Cost Sub-Factor Rating Scheme

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

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

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

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

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

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

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

[balance of page is intentionally left blank]

V. CONTRACT TERMS AND CONDITIONS

1. Contract Use by Other Agencies

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

2. Cooperative Use of Award

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

3. As a Service Subscription

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

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for **one (1) year with four (4) optional extensions** for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

5. Collusion or Fraud

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

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

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

6. Lobbying and Gratuities

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

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

8. General Contract Terms

a. Independent Contractors

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

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

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

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

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

c. ACA Safe Harbor

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

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

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract 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:

Häly Laasme-McQuilkin
Division of State Service Centers, Office of Community Services
Herman Holloway Campus, Charles Debnam Building
1901 N. Dupont Highway, New Castle, DE 19720

f. Indemnification

1) General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2) Proprietary Rights Indemnification

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

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

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

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.

STATE OF DELAWARE

Department of Health and Social Services, Division of State Service Centers

- 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.
- i.** Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii.** Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
 - iii.** 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:
 - a)** \$1,000,000 combined single limit each accident, for bodily injury;
 - b)** \$250,000 for property damage to others;
 - c)** \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - d)** \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 - e)** 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.

- i.** Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- ii.** Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- iii.** 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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:

**Department of Health and Social Services
Division of State Service Centers
State of Delaware
1901 N. Dupont Highway,
New Castle, DE 19720**

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 local emergency or disaster where a state

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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. Price Adjustment

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

o. Liquidated Damages

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

p. Dispute Resolution

At the option of, and in the manner prescribed by the Division of State Service Centers, the parties 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

If the matter is not resolved by negotiation, as outlined above, or, alternatively, Agency 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 Agency, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Agency Director, for final and binding arbitration. Agency 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. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

q. Remedies

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

r. Termination of Contract

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

1) Termination for Cause

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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.

s. 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.

t. 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.

u. 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.

v. Vendor Responsibility

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

w. Personnel, Equipment and Services

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

x. 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.

y. Vendor Background Check Requirements

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

- 1) Delaware Sex Offender Central Registry at:
<https://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.

z. 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](#)

aa. 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.

bb. 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.

cc. Applicable Law

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

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

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

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

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

dd. 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.

ee. 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.

ff. 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.

gg. 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.

hh. Audit Access to Records

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

ii. 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. (Include any additional safeguards that may be appropriate)

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

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

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

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.

jj. Other General Conditions

- 1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
- 3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- 5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- 8) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- 9) **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- 10) **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- 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 contract number **HHS-20-036** 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

A. 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.

B. Definitions of Requirements

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

C. 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.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

VII. ATTACHMENTS

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

1. Attachment 1 - No Proposal Reply Form
2. Attachment 2 - Non-Collusion Statement
3. Attachment 3 - Exception Form
4. Attachment 4 - Confidential Information Form
5. Attachment 5 - Business References
6. Attachment 5A - Past and Present Performance Questionnaire
7. Attachment 6 - Subcontractor Information Form
8. Attachment 7 - Monthly Usage Report (Example)
9. Attachment 8 - Subcontracting (2nd Tier Spend) Report (Example)
10. Attachment 9 – Office of Supplier Diversity Certification Application
11. Attachment 10 – Employing Delawareans Report
12. Attachment 11 - List of Contracts with State of Delaware
13. Attachment 12 - Bidders Signature Form
14. Attachment 13 - Certification Sheet
15. Attachment 14 - Statements of Compliance Form
16. Attachment 15 - Proposal Response Table of Contents
17. Appendix A - Statement of Work / Technical Requirements
18. Appendix B - Budget Workbook
19. Appendix C - Budget Workbook Instructions
20. Appendix D - DHSS Professional Services Boilerplate
21. Appendix E - HIPAA Business Associate Agreement
22. Appendix F – Federal Assurances

[balance of page is intentionally left blank]

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

B. Important – Please Note

1. **Attachments 2, 3, 4, 5 9, 11, 12, 13, 14 and 15 must be included in your proposal**
2. **Attachment 6** must be included in your proposal if subcontractors will be involved
3. **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.

C. Required Reporting

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to **Häly Laasme-McQuilkin**, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th 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 2nd Tier report is shown as in Attachment 8.

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

NO PROPOSAL REPLY FORM

RFP No: HSS-020-036

RFP Title: LIHEAP DEAP

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 **RFP Number HSS-20-036**. 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.

RFP No: HSS-020-036
RFP Title: LIHEAP DEAP
Deadline to Respond: July 17, 2020, at 11:00 AM EDT

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ Check one)

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

 NAME OF AUTHORIZED REPRESENTATIVE _____
 (Please type or print)

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

RFP No. HSS-020-036
RFP Title: LIHEAP DEAP

BUSINESS REFERENCES

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

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

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

COVER LETTER

SUBJECT: Request for Past Performance Evaluation

TO:

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

Your prompt attention to this questionnaire will be greatly appreciated. If you have any questions concerning this request, I can be contacted by email at Haly.Laasme-McQuilkin@delaware.gov

Sincerely,

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

1 Attachment
Past and Present Performance Questionnaire

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

PAST AND PRESENT PERFORMANCE QUESTIONNAIRE

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

Contractor's Name: _____ Telephone Number: _____

Address: _____ Fax Number: _____

_____ Email Address: _____

_____ Point of Contact: _____

Project Title and Brief Description of Work*: _____

Contract Number*: _____ Contract Location*: _____

Original Contract Amount (Award Amount)*: _____

Final Contract Amount*: _____

Explain Differences: _____

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

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

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

Contract Type*: Firm-Fixed Price Cost Reimbursement

Other (Please Specify): _____

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

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

B. RESPONDENT INFORMATION:

Name of Respondent: _____

Title: _____

Address: _____ Telephone Number: _____

_____ Fax Number: _____

_____ Email Address: _____

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

CONTRACTOR'S NAME: _____

CONTRACT NUMBER: _____

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

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

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

STATE OF DELAWARE
 Department of Health and Social Services, Division of State Service Centers

CONTRACTOR'S NAME: _____

CONTRACT NUMBER _____

Remarks: _____

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

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

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

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

- a. By checking this box, the Vendor acknowledges that they did not submit application to the Office of Supplier Diversity (OSD).
- b. If you have a Supplier Diversity Plan currently in place, please check box "Yes". If not, please check box "No".
Yes No
- c. If you have any diverse subcontractors, please check box "Yes". If not, please check box "No".
Yes No



**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

For more information, please send an email to OSD:
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, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: 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

The following definitions are from the State Office of Supplier Diversity

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory
For certification in one of above, the bidder must contract:
Office of Supplier Diversity
(302) 577-8477
Fax (302) 736-7915

RFP No. HSS-020-036
RFP Title: LIHEAP DEAP

EMPLOYING DELAWAREANS REPORT

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

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

If subcontractors are to be used:

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

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

STATE OF DELAWARE
 Department of Health and Social Services, Division of State Service Centers

Attachment 11

RFP No. HSS-020-036

RFP Title: LIHEAP DEAP

LIST OF CONTRACTS WITH STATE OF DELAWARE

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

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

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

RFP No. HSS-020-036
RFP Title: LIHEAP DEAP



**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.

RFP No. HSS-020-036
RFP Title: LIHEAP DEAP



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

CERTIFICATION SHEET

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

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

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

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

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

**RFP No. HSS-020-036
RFP Title: LIHEAP DEAP**



**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: _____

**RFP No. HSS-020-036
 RFP Title: LIHEAP DEAP**

PROPOSAL RESPONSE TABLE OF CONTENTS

AGENCY NAME _____

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

ALL ITEMS ABOVE MUST BE INCLUDED IN YOUR PROPOSAL.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

Appendix A

SCOPE OF WORK AND TECHNICAL REQUIREMENTS



TABLE OF CONTENTS

Section

- 1.0 Scope
 - 1.1 Background
 - 1.2 Overview
 - 1.3 Definition
 - 1.4 Purpose
 - 1.5 Service Unit
 - 1.6 Service Area
 - 1.7 Service Period
- 2.0 Applicable Documents
 - 2.1 Government Documents
- 3.0 Requirements for Services
 - 3.1 General
 - 3.2 Activity Schedule / Timeline
 - 3.3 Subcontractors / Energy Vendors
 - 3.4 Prohibited Activities
 - 3.5 Eligibility
 - 3.6 Application
 - 3.7 Leveraging
- 4.0 Requirements for Payments and Invoicing
 - 4.1 General Requirements
 - 4.2 Additional Requirements
 - 4.2.1 Invoices for Fuel Assistance Program
 - 4.2.2 Invoices for Energy Crisis Intervention Program
 - 4.2.3 Invoices for Summer Cooling Assistance Program - Electric
 - 4.2.4 Invoices for Administrative Cost
 - 4.2.5 Invoices for Program Cost
 - 4.2.6 Invoices for Assurance 16
 - 4.3 Refunds
- 5.0 Performance Measurements
- Appendix A Performance Measurements Summary Matrix
- Appendix B Program Eligibility Guidelines
 - 1.0 LIHEAP Eligibility Guidelines
 - 2.0 ECIP Eligibility Guidelines
- Appendix C Income Eligibility Guidelines



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

1.0 SCOPE

1.1 BACKGROUND

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

1.2 OVERVIEW

- 1.2.1 This statement of work (SOW) covers the administration of the Low-Income Home Energy Assistance Program (LIHEAP), Delaware Energy Assistance Program (DEAP).
- 1.2.2 DEAP includes four major components and one minor component:
 - 1.2.2.1 Fuel Assistance Program (FAP), which provides home heating assistance for low-income families that need help paying their energy bills, including electricity, natural gas, fuel oil, kerosene, wood and coal. The Program is not designed to pay for all heating costs.
 - 1.2.2.2 Crisis Intervention Program (CIP), which provides crisis assistance to the eligible households in the form of Energy Crisis Intervention Program (ECIP) that includes the following sub-components:
 - 1.2.2.2.1 Regular Crisis that assists households year round with bill or equipment assistance contingent on:
 - 1.2.2.2.1.1 Distinct weather conditions and financial resources;
 - 1.2.2.2.1.2 Disaster or State of Emergency.
 - 1.2.2.2.2 Flat Crisis that assists households with portion of energy bill, as a supplemental benefit, if there are adequate funds available and state office declares crisis payment because:
 - 1.2.2.2.2.1 Prolonged Severe or Extreme Weather Event;
 - 1.2.2.2.2.2 Upsurge in the price of home energy fuel type.
 - 1.2.2.2.2.3 Disaster or State of Emergency.
 - 1.2.2.2.3 Disaster or State of Emergency could be activated by the following possible events: Storm, Flood, Tornado, Epidemics, Hurricane, Fire, Explosion, Earthquake, Landslide, Subsidence, CBRN, PH Emergency, Extreme Heat, Extreme Cold/Blizzard, Industrial Accident, Transport Accident, Volcanic Activity, Tsunami.
 - 1.2.2.3 Summer Cooling Assistance Program (SCAP), which provides cooling assistance to eligible households in the form of:
 - 1.2.2.3.1 SCAP AC that assists with the purchase and installation of air conditioners;
 - 1.2.2.3.2 SCAP Electric that assists with a portion of summer electric bill, as a complementary benefit, if there are adequate funds available after FAP and ECIP operations.
 - 1.2.2.4 Weatherization (WAP), which reduces energy costs for eligible households by improving the energy efficiency of their homes.
 - 1.2.2.5 Assurance 16 Activities (ASSUR16), which provides energy conservation measures and education as the minor component of DEAP.



1.3 DEFINITION

- 1.3.1 LIHEAP is the public health program that helps to keep families safe and healthy through initiatives that assist families with the energy costs.
 - 1.3.1.1 DEAP provides energy assistance to the eligible low-income households by mitigating the energy access issues and reducing the energy costs of the households.

1.4 PURPOSE

- 1.4.1 DEAP is the primary preventive intervention. It aims to promote health and protect against exposure to risk factors that lead to the health problems by directly or indirectly changing environment, lifestyles or behaviors.
 - 1.4.1.1 Service can be targeted and prioritized to households with elderly, disabled, children 5 and under.

1.5 SERVICE UNIT

- 1.5.1 The Unit of Service for:
 - 1.5.1.1 FAP is the Heating Benefit Amount per household. Eligible households receive one benefit amount per program year.
 - 1.5.1.2 ECIP is the Crisis Benefit Amount per household. Eligible households can receive more than one benefit amount per program year depending on the availability of funds and crisis situation.
 - 1.5.1.3 SCAP Electric is the SCAP Electric Benefit Amount per household. Eligible households can receive more than one benefit amount per program year depending on the availability of funds.
 - 1.5.1.4 SCAP AC is the SCAP AC Benefit Amount per household. Eligible households receive one benefit per defined period.
 - 1.5.1.5 WAP is the WAP Benefit Amount per household. Eligible households receive one benefit per defined period.
 - 1.5.1.6 ASSUR16 is the cost of energy conservation measure or education provided per household. Eligible households can receive more than one benefit per program year depending on the availability of funds and the measure.

1.6 SERVICE AREA

- 1.6.1 DEAP service area is statewide; however, the State retains the right to divide the administration of program and its components by County and/or by contractor.

1.7 SERVICE PERIOD

- 1.7.1 Program service period is one federal fiscal year (FFY), hereafter called Program Year (PY). PY commences on October first (1) and terminates on September thirtieth (30) of the same FFY with option to extend the services for a total of five program years, including the base year, contingent upon the availability of appropriated funds and performance of the contractor. For example, 2021 Program Year would start on the 1st October 2020 and end on the 30th September 2021.
- 1.7.2 Contract service period is two contract years (CY). CY commences on the day of execution of the contract and terminates on September thirtieth (30) of the second FFY. For example, 2021 contract would commence on 1st October 2020 and end on 30 September 2022, unless the funds on the contract are exhausted before that date. The contracts are created annually for the two-year period to cover the gap in the federal award allotments so that the contractor can plan for the start of the next PY and administer the program before the federal allotment has been received.



- 1.7.3 The contracts will be renewable each FFY at the option of the Delaware Department of Health and Social Services (DHSS), Division of State Service Centers (DSSC), Office of Community Services (OCS).

2.0 APPLICABLE DOCUMENTS

2.1 GOVERNMENT DOCUMENTS

- 2.1.1 Delaware Low-Income Home Energy Assistance Model Plan (SF-424)
- 2.1.2 Delaware Weatherization Assistance Program Plan (SF-424)
- 2.1.3 Delaware Energy Assistance Program (DEAP) Policy and Procedures Manual (PPM).
- 2.1.4 Low-Income Home Energy Assistance Act of 1981 (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended).

3.0 REQUIREMENTS FOR SERVICES

3.1 GENERAL

- 3.1.1 Contractor shall administer, FAP, ECIP, SCAP Electric, WAP intake, ASSUR16 as requested by State under the DHSS no-wrong-door policy.
- 3.1.2 Contractor shall conduct the entire application process during the DEAP program operation period; including intake, data collection and entry, certification and record keeping of applicants for FAP, ECIP, SCAP, WAP and any other services offered by DEAP.
 - 3.1.2.1 Contractor shall utilize the State specified software applications for intake, case management and eligibility determination.
 - 3.1.2.2 Contractor shall conduct intake of WAP clients by entering them into LIHEAP intake software and DNREC WAP intake software (See additional requirements, Section 3.6.2 of Application).
 - 3.1.2.3 Contractor shall cooperate with the State in operating the software applications, including necessary time and labor for maintaining the business requirements of the software applications.
- 3.1.3 Contractor shall provide outreach to DEAP applicants by coordinating satellite centers with some or all of the fifteen (15) State Service Centers, or any other agency as directed by DHSS, DSSC, OCS.
 - 3.1.3.1 Contractor shall provide DEAP applicants with additional location choices, besides contractor's offices, for completing applications by collaborating with State Service Centers and other agencies.
 - 3.1.3.2 Contractor shall maintain an Outreach Plan across their service area and update it annually for the renewal of contract (See DEAP PPM, section 503).
- 3.1.4 Contractor shall ensure that all personnel are fully trained and equipped to handle their job function.
 - 3.1.4.1 Contractor shall submit the annual training plan for its staff during the contract renewal process.
 - 3.1.4.2 Contractor shall submit resumes of all full-time staff during the contract renewal process and notify the State about the start and end date of the full-time vacancy.
- 3.1.5 Contractor shall provide coordination and referral services with related agencies.
 - 3.1.5.1 Contractor shall refer households to all other DEAP components during the intake and to all other services that LIHEAP collaborates with, as directed by DHSS, DSSC, OCS.



- 3.1.5.1.1 Contractor shall fully collaborate with the contractors of Replacing Repairing Heaters and Conserving Energy (RRHACE) by referring clients to RRHACE and by conducting or completing intake of the clients who have not been entered into the LIHEAP intake software but require RRHACE assistance.
- 3.1.5.1.2 Contractor shall fully collaborate with the contractors of Summer Cooling Assistance Program Air Conditioning Component (SCAP AC) by referring clients to SCAP AC and by conducting or completing intake of the clients who have not been entered into the LIHEAP intake software but require SCAP AC assistance.
- 3.1.5.1.3 Contractor shall fully collaborate with the Delaware Department of Natural Resources and Environmental Control (DNREC) and its contractors of Weatherization Program (WAP) by referring clients to WAP and by conducting or completing intake of the clients who have not been entered into the LIHEAP and DNREC WAP intake software by any other WAP contractor but require WAP assistance.
- 3.1.5.2 Contractor shall track the number of referrals to all DEAP components and services that LIHEAP collaborates with and report the monthly values per service and per county to DHSS, DSSC, OCS.
- 3.1.6 Contractor shall notify clients of their right to a Fair Hearing.
- 3.1.7 Contractor shall acknowledge the Delaware DHSS, DSSC, OCS, as a funding source in all publicity pertaining to the DEAP.
- 3.1.8 Contractor shall submit a Work Plan and budget annually to the DSSC/OCS before OCS will exercise an option to renew the contract.
 - 3.1.8.1 Contractor shall describe in the Work Plan how the service will reach, be accessible and be inclusive of diverse populations.
 - 3.1.8.2 Contractor shall describe annually in the Budget Narrative section of the budget the cost reasonableness and variance.
 - 3.1.8.3 Contractor shall describe in the Work Plan how they plan to conduct intake, case management and appointments with minimum resource burden to the households.
 - 3.1.8.3.1 Contractor shall manage appointment schedule within 21 calendar days and immediately notify State about its capacity issues to comply with this requirement.
 - 3.1.8.4 Contractor shall track daily temperatures and heat index by County for the subsequent 72 hours through the National Oceanic and Atmospheric Administration (NOAA) website and notify the State of Crisis activation.
 - 3.1.8.4.1 Contractor shall provide a capability for households to contact the contractor's office when the ECIP, Regular Crisis, is activated.
- 3.1.9 Contractor shall develop Emergency Preparedness and Continuity of Operations Plan (EPCOOP) and update it annually for the renewal of the contract.
 - 3.1.9.1 Contractor shall develop reciprocal agreement with at least one external non-profit or community action agency for the purpose of EPCOOP, to protect the program operation from the agency incapacitation.
 - 3.1.9.1.1 Contractor shall provide the State with a copy of the agreement.
 - 3.1.9.1.2 Contractor shall execute a simulation of Disaster or State of Emergency with the external agency at least once a year to test the plans and procedures of the agreement and to identify strengths and weaknesses.
 - 3.1.9.1.3 Contractor shall submit a summary report of the simulation exercise to the State.
 - 3.1.9.2 Contractor shall provide client services 24-hours a day, 7 days a week, during ECIP, disaster or state of emergency, if required by State.



3.2 ACTIVITY SCHEDULE / TIMELINE

	ACTIVITY	TIME
3.2.1	Client Outreach and Referral	Ongoing
3.2.1.1	Submit Annual Outreach Plan to DSSC/OCS	25 September
3.2.1.2	Submit Monthly Referral Report of each service by county	5 th of subsequent month
3.2.1.3	Submit Monthly Intake Report of each component by county	5 th of subsequent month
3.2.2	Mail out DEAP applications and prepare application re-certification	June
3.2.3	DEAP FAP Application Process	1 July - 31 March
3.2.3.1	Weatherization (WAP) Application Process	1 October-30 September
3.2.3.2	Rotational Staff in State Service Centers	1 September-31 January
3.2.4	Fuel Assistance Program (FAP) Operation	1 October - 30 April
3.2.5	Energy Crisis Intervention Program (ECIP) Operation	1 October–30 September
3.2.6	Summer Cooling Assistance Program Electric (SCAP Electric) Operation	1 June - 31 August
3.2.7	Submit Statistical Report about Program Demographics:	Monthly
3.2.7.1	FAP Statistical Report (Oct, Nov, Dec, Jan, Feb, Mar, Apr) <i>(if requested)</i> by	5 th of subsequent month
3.2.7.2	ECIP Statistical Report (Oct, Nov, Dec, Jan, Feb, Mar, Apr) <i>(if requested)</i> by	5 th of subsequent month
3.2.7.3	FAP and ECIP Final Statistical Report	15 October
3.2.7.4	SCAP Electric Final Statistical Report	15 October
3.2.7.5	WAP Intake Final Statistical Report	15 October
3.2.8	Submit Administrative Invoices to DSSC/OCS by	10 th of every month
3.2.9	Reconcile FAP and ECIP Funds with subcontractors	31 May
3.2.10	Submit Final FAP and ECIP Funds Reconciliation Report to DSSC/OCS	15 June
3.2.11	Reconcile SCAP and ECIP Funds with subcontractors	September
3.2.12	Submit Final SCAP and ECIP Funds Reconciliation Report to DSSC/OCS	15 October
3.2.13	Submit Financial and Program Quarterly Reports to DSSC/OCS:	Quarterly
3.2.13.1	1 st Quarter Report (October, November, December)	15 January
3.2.13.2	2 nd Quarter Report (January, February, March)	15 April
3.2.13.3	3 rd Quarter Report (April, May, June)	15 July
3.2.13.4	4 th Quarter Report (July, August, September)	15 October
3.2.14	Submit Annual Leveraging Report to DSSC/OCS <i>(if applicable)</i>	15 October
3.2.14	Submit Annual Performance Measurement Data to DSSC/OCS	31 October

3.3 SUBCONTRACTORS / ENERGY VENDORS

- 3.3.1 Contractor shall retain licensed subcontractors to provide services for the eligible households.
 - 3.3.1.1 Contractor shall establish Vendor Agreements with all of its subcontractors as directed by DHSS, DSSC, OCS.
 - 3.3.1.2 Contractor shall conduct program integrity monitoring of subcontractors.
- 3.3.2 Contractor shall make payments to subcontractors and households when applicable:
 - 3.3.2.1 Contractor shall not make payments to energy vendors of delivered fuels until they have received an invoice from the vendor and shall not pay more than the specified amount;
 - 3.3.2.2 Contractor may pay to energy vendors of non-delivered fuels the total benefit amount due to the client;
 - 3.3.2.2.1 Contractor shall request the return of the unutilized benefits, reconcile the accounts with non-delivered fuels and refund the State (See Section 4.3 Refunds).



- 3.3.3 Contractor shall make payments to subcontractors and households when applicable:
 - 3.3.3.1 Contractor shall not make payments to energy vendors of delivered fuels until they have received an invoice from the vendor and shall not pay more than the specified amount;
 - 3.3.3.2 Contractor may pay to energy vendors of non-delivered fuels the total benefit amount due to the client;
 - 3.3.3.2.1 Contractor shall request the return of the unutilized benefits, reconcile the accounts with non-delivered fuels and refund the State (See Section 4.3 Refunds).
- 3.3.4 Contractor shall not bill DSSC for benefits where the name on the fuel delivery ticket and/or vendor billing statement does not match the eligible client's name without providing documentation signed by the eligible client.
 - 3.3.4.1 Contractor shall request documentation designating the use of different name on the energy bill.
- 3.3.5 Contractor shall perform reconciliation of accounts with subcontractors/vendors and submit the final reports to DSSC/OCS according to State defined schedule.
- 3.3.6 Contractor shall collect energy and utility data from the subcontractors/vendors and households for the annual federal report concerning performance measures according to the guidelines provided by the LIHEAP Administrator.

3.4 PROHIBITED ACTIVITIES

- 3.4.1 DEAP benefits shall not be made for the following energy related expenses:
 - 3.4.1.1 Water and sewage;
 - 3.4.1.2 Direct rent;
 - 3.4.1.3 Cable, telephone, and internet.

3.5 ELIGIBILITY

- 3.5.1 Eligibility is defined by the Delaware Office of Community Services (OCS) in the Division of State Service Centers (DSSC) according to the US Department of Health and Human Services (HHS) Poverty Guidelines, published annually in the Federal Register.
- 3.5.2 Service is provided to all eligible residents of State of Delaware (See Appendix B of SOW); AND
- 3.5.3 Households with gross household income less than or equal to the specified thresholds in the Income Eligibility Guidelines (See Appendix C of SOW and Section 3.5.8); AND
- 3.5.4 Are responsible for paying an energy bill.
- 3.5.5 Priority may be given to the households that:
 - 3.5.5.1 Include a person who is sixty (60) years of age or older; OR
 - 3.5.5.2 Include a person who is disabled; OR
 - 3.5.5.3 Have children under six (6) years of age.
- 3.5.6 LIHEAP eligible households may request for additional energy assistance under ECIP if (See Appendix B of SOW):
 - 3.5.6.1 Contractor deems the weather conditions of the subsequent 72 hours to pose a serious threat to the health or safety of one or more members of the eligible household OR Disaster or State of Emergency; AND
 - 3.5.6.2 Financial assessment demonstrates the household to be without sufficient resources for alleviating the crisis; AND
 - 3.5.6.3 Household has no prospect for receiving resources within forty-eight (48) hours that could alleviate the crisis; AND
 - 3.5.6.4 Household utility services for heating or cooling have been disconnected or energy source of delivered fuel vendor 100% depleted with rejection to future services; OR
 - 3.5.6.5 Household is under the payment arrangement with utility services to avoid disconnection/rejection of future services; OR



- 3.5.6.6 Household has received a notice from the utility services for disconnection or has less than 1/4th of standard allocation from the delivered fuel vendor and rejection to future services; OR
- 3.5.6.7 Division has authorized crisis payment to solve energy access issue, which can include emergency repair of non-functional heating or cooling equipment. This section also covers benefits authorized by State during Disaster or State of Emergency; OR
- 3.5.6.8 State declares the benefit because the upsurge in the price of the home energy fuel type, prolonged severe or extreme weather or Disaster or State of Emergency.
- 3.5.7 Household is eligible for expedited ECIP process if the household is determined to be in a life-threatening situation, which can directly or indirectly lead to death of the member of the eligible household unless some form of assistance has been provided no later than eighteen (18) hours after the household has applied for ECIP benefit. Life-threatening situation is defined as documented life-threatening medical condition, such as a member on a life-support or required oxygen/CPAP machine.
- 3.5.8 In the case of Disaster or State of Emergency or extreme weather event, like a hurricane, tornado, flood or etc., Delaware will shift its eligibility of crisis component to 60% of the State Median Income (if the 60% SMI is higher than administered federal poverty guideline).
- 3.5.9 Depending on the availability of the funds, the LIHEAP eligible household can become eligible for:
 - 3.5.9.1 Supplemental ECIP when there is:
 - 3.5.9.1.1 Upsurge in the Price of the Home Energy Fuel Type to be crisis; OR
 - 3.5.9.1.2 Severe or Extreme Weather Event; OR
 - 3.5.9.1.3 Disaster or State of Emergency.
 - 3.5.9.2 Complementary SCAP Electric.

3.6 APPLICATION

- 3.6.1 LIHEAP intake/case management is defined as one comprehensive intake process during which the intake worker collects and processes applications to all the LIHEAP components that the client is interested of.
 - 3.6.1.1 WAP application intake is considered to be part of LIHEAP application intake the same way as FAP and ECIP application intake and should be conducted concurrently when the client is applying to any of the other LIHEAP components.
- 3.6.2 FAP and ECIP Applicant files must include the following documentation:
 - 3.6.2.1 Application signed by the applicant;
 - 3.6.2.2 Social Security Card or documentation of all social security numbers of all occupants aged six (6) months and over in the household;
 - 3.6.2.3 United States Citizen or Qualified Alien verification;
 - 3.6.2.4 Delaware residency verification;
 - 3.6.2.5 Address verification;
 - 3.6.2.6 Recent copy of electricity bill, including explanation if bill is not in applicants name;
 - 3.6.2.7 Lease, if a renter;
 - 3.6.2.8 Income documentation for all household members aged eighteen (18) and over if not attending school. Examples of income documentation include but are not limited to:
 - 3.6.2.8.1 Pay stubs for the past three (3) months;
 - 3.6.2.8.2 Zero Income Declaration, if applicable;
 - 3.6.2.8.3 Documented income from Social Security, Supplemental Security Income (SSI), Unemployment Insurance;
 - 3.6.2.8.4 Pension, Disability, Workers Compensation;
 - 3.6.2.8.5 Public Assistance ,i.e., Temporary Assistance for Needy Families (TANF) or General Assistance (GA);
 - 3.6.2.8.6 Proof of child support and/or alimony;
 - 3.6.2.8.7 Tax records for the self-employed;
 - 3.6.2.8.8 W-2 form or tax records from previous year.



- 3.6.3 WAP Applicant files must include the following documentation:
 - 3.6.3.1 The following client intake data collected for the LIHEAP eligibility shall be entered into the WAP Software:
 - 3.6.3.1.1 Client name;
 - 3.6.3.1.2 Address;
 - 3.6.3.1.3 Phone number and alternate phone number;
 - 3.6.3.1.4 Email address;
 - 3.6.3.1.5 Primary fuel vendor account holder name and account number;
 - 3.6.3.1.6 Secondary fuel vendor account holder name and account number;
 - 3.6.3.1.7 Each household member's demographic information (date of birth, gender, race, disability);
 - 3.6.3.1.8 All sources of income for each household member.
 - 3.6.3.2 The following LIHEAP eligibility documentation shall be scanned and uploaded into the WAP Software:
 - 3.6.3.2.1 Copies of 3 month's electric bills (minimum of one);
 - 3.6.3.2.2 Copies of 3 month's natural gas bills (if applicable);
 - 3.6.3.2.3 Copy of most recent fuel delivery ticket (if applicable: propane, oil, kerosene);
 - 3.6.3.2.4 For each household member: scanned copies of photo identification, birth certificates, all income documentation;
 - 3.6.3.2.5 Copy of the signed LIHEAP application;
 - 3.6.3.2.6 The completed income calculation form.
 - 3.6.3.3 Client intake data collected specifically for WAP and entered into the WAP Software shall include:
 - 3.6.3.3.1 Scanned copy of the signed WAP application;
 - 3.6.3.3.2 Scanned copy of WAP eligibility interview form;
 - 3.6.3.3.3 Scanned copy of the signed Health & Safety interview form;
 - 3.6.3.3.4 Building type;
 - 3.6.3.3.5 Scanned copy of the signed Landlord Release form (if applicable);
 - 3.6.3.3.6 Scanned copies of proof of home ownership;
 - 3.6.3.3.7 Scanned copy of the completed and signed WAP Utility Bill Permission form.

3.7 LEVERAGING

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

4.0 REQUIREMENTS FOR PAYMENTS AND INVOICING

4.1 GENERAL REQUIREMENTS

- 4.1.1 Contractor shall track administrative tasks separately from the program tasks and submit time and effort reports with the applicable invoices (See Sections 4.2.4 and 4.2.5).
- 4.1.2 Operational costs include all the administrative costs and program costs that are not benefits or equipment to clients.
 - 4.1.2.1 Operational costs will be allowed up to 10% of the total allocation to the agency.
- 4.1.3 Contractor shall submit invoices electronically and periodically to the LIHEAP Invoice Coordinator.
- 4.1.4 The amounts billed shall be the total benefit amounts for the eligible clients and calculated according to the guidelines provided by the Division.



- 4.1.5 All the invoices sent to the Division shall include the invoice cover page on the agency letterhead with the following information:
 - 4.1.5.1 Contract number;
 - 4.1.5.2 Program year;
 - 4.1.5.3 Invoice number in the required format;
 - 4.1.5.4 Date;
 - 4.1.5.5 Total amount;
 - 4.1.5.6 Signature of the Contractor's DEAP Program Manager.
- 4.1.6 Additionally to the requirements in Section 4.1.3, all the invoices for the client services shall also include:
 - 4.1.6.1 Batch number;
 - 4.1.6.2 County;
 - 4.1.6.3 Number of households;
 - 4.1.6.4 Total benefit amount for the specific DEAP component.
- 4.1.7 All the fuel delivery tickets and/or vendor billing statements shall include:
 - 4.1.7.1 Client's name;
 - 4.1.7.2 Client's address;
 - 4.1.7.3 Number of energy units delivered;
 - 4.1.7.4 Price per unit;
 - 4.1.7.5 Total amount.
- 4.1.8 Further requirements for the invoices are defined by the type of invoice and must be followed accordingly (See Additional Requirements, Section 4.2 of Requirements for Payments and Invoicing).

4.2 ADDITIONAL REQUIREMENTS

- 4.2.1 **Invoices for Fuel Assistance Program (FAP)**
 - 4.2.1.1 Eligible households shall receive only one FAP benefit per grant year.
 - 4.2.1.2 Invoice number shall be in the format of B-FAP-(Contract Year)-(Number).
 - 4.2.1.3 Each invoice shall be accompanied by a list summarizing the total benefit amounts payable to the direct pay clients and each home energy vendor.
 - 4.2.1.4 Each invoice shall be accompanied by a LIHEAP database generated report of eligible clients, called "Notification to Vendors," listed by energy vendor and specify the following information about the household/client:
 - 4.2.1.4.1 Name;
 - 4.2.1.4.2 Address;
 - 4.2.1.4.3 Application number;
 - 4.2.1.4.4 Fuel type;
 - 4.2.1.4.5 Client's vendor account number, if the vendor is a regulated energy supplier;
 - 4.2.1.4.6 Total benefit amount.
- 4.2.2 **Invoices for Energy Crisis Intervention Program (ECIP)**
 - 4.2.2.1 Invoice number shall be in the format of C-FAP-(Contract Year)-(Number).
 - 4.2.2.2 Each invoice shall be accompanied by a "Crisis Supplemental Billing Invoice," listed by energy vendor and specify the following information about the household/client:
 - 4.2.2.2.1 Name;
 - 4.2.2.2.2 Application number;
 - 4.2.2.2.3 Client's vendor account number;
 - 4.2.2.2.4 Maximum benefit amount;
 - 4.2.2.2.5 Actual billed amount;
 - 4.2.2.2.6 Fuel delivery ticket and/or vendor billing statement.



- 4.2.2.3 ECIP benefit shall not be reimbursed if the name on the fuel delivery ticket and/or vendor billing statement is someone other than:
 - 4.2.2.3.1 Member of the eligible household;
 - 4.2.2.3.2 Deceased spouse;
 - 4.2.2.3.3 Eligible household's landlord;
 - 4.2.2.3.4 Person designated as an authorized second party billing account.

4.2.3 Invoices for Summer Cooling Assistance Program (SCAP) - Electric

- 4.2.3.1 Invoice number shall be in the format of S-FAP-(Contract Year)-(Number).
- 4.2.3.2 Invoice shall include only the households that:
 - 4.2.3.2.1 Received energy assistance during the current contract year; AND
 - 4.2.3.2.2 Were prioritized to receive the SCAP Electric benefit according to the guidelines of the LIHEAP Administrator.
- 4.2.3.3 Each Invoice shall be accompanied by:
 - 4.2.3.3.1 A list of all eligible households for that invoice;
 - 4.2.3.3.2 Amount payable on behalf of each household;
 - 4.2.3.3.3 Account number for each household;
 - 4.2.3.3.4 A list of vendors, including the total for each vendor.

4.2.4 Invoices for Administrative Cost

- 4.2.4.1 Administrative Costs are expenses for operating, planning and developing the DEAP that are not part of client service dollars or program costs. Examples of administrative expenses include, but are not limited to: salaries, pensions, health benefits, printing, contractual, telephone, supplies, and travel.
- 4.2.4.2 Allocation for administrative budget will be dependent on the contractor's previous year performance.
 - 4.2.4.2.1 Administrative allocation will be based on 10% of the FAP invoices submitted to the State in previous program year. If previous year data is not available, the 10% will be calculated from the amount of FAP funds the contractor receives.
 - 4.2.4.2.2 Additional administrative allocation will be based on 5% of the ECIP, Regular Crisis, invoices submitted to the State in previous program year. If previous year data is not available, the 5% will be calculated from the amount of ECIP funds the contractor receives.
- 4.2.4.3 Invoice number shall be in the format of A-FAP-(Contract Year)-(Number).
- 4.2.4.4 Contractor shall submit administrative invoices monthly by utilizing Invoice Workbook provided by the LIHEAP Administrator.
- 4.2.4.5 Contractor shall maintain and attach the backup to support all the administrative expenses.
- 4.2.4.6 Contractor shall not be reimbursed for costs that exceed a budget cost category by more than 5% of the contract budget without written approval from the LIHEAP Administrator.

4.2.5 Invoices for Program Cost

- 4.2.5.1 Program Costs include expenses directly associated with providing client services. Examples of program costs include the direct costs of prescreening and intake of clients, case management, outreach, LIHEAP data entry, mailings to clients, energy education and materials for clients, mileage costs incurred while providing outreach and direct services to clients, program related training of the staff that provides direct services to the clients.
- 4.2.5.2 Weatherization (WAP) intake will be part of LIHEAP intake and will be billed under program costs and submitted with all the backup of salaries and fringes.
- 4.2.5.3 Invoice number shall be in the format of P-FAP-(Contract Year)-(Number).
- 4.2.5.4 Contractor shall submit program cost invoices monthly by utilizing Invoice Workbook provided by the LIHEAP Administrator.



4.2.6 Invoices for Assurance 16

- 4.2.6.1 Assurance 16 program costs include fans or blankets purchased for clients to conserve energy and decrease energy bills.
- 4.2.6.2 Invoice number for Assurance 16 program costs shall be in the format of PA16-FAP-(Contract Year)-(Number)
- 4.2.6.3 Invoice number for Assurance 16 administrative costs shall be in the format of AA16-FAP-(Contract Year)-(Number)
- 4.2.6.4 Invoices shall include appropriate back-up documentation to support the invoiced amounts

4.3 REFUNDS

- 4.3.1 Refunds shall be returned to the DSSC.
- 4.3.2 All the refunds sent to the Division shall include the cover page on the agency letterhead with the following information:
 - 4.3.2.1 Contract number;
 - 4.3.2.2 Program year;
 - 4.3.2.3 Refund number in the required format:
 - 4.3.2.3.1 FAP refund in the format RB-FAP-(Contract Year)-(Number);
 - 4.3.2.3.2 ECIP refund in the format RC-FAP-(Contract Year)-(Number);
 - 4.3.2.3.3 SCAP Electric refund in the format RS-FAP-(Contract Year)-(Number);
 - 4.3.2.3.4 ASSUR 16 refund in the format RA16-(Contract Year)-(Number) or RP16-(Contract Year)-(Number);
 - 4.3.2.3.5 Administrative refund in the format RA-FAP-(Contract Year)-(Number);
 - 4.3.2.3.6 Program refund in the format RP-FAP-(Contract Year)-(Number).
 - 4.3.2.4 Date;
 - 4.3.2.5 Total amount;
 - 4.3.2.6 Signature of the Contractor's DEAP Program Manager.
- 4.3.3 Contractor shall process the refunds during the month they are received and shall not accumulate them beyond thirty (30) days after receipt.

5.0 PERFORMANCE MEASUREMENTS

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

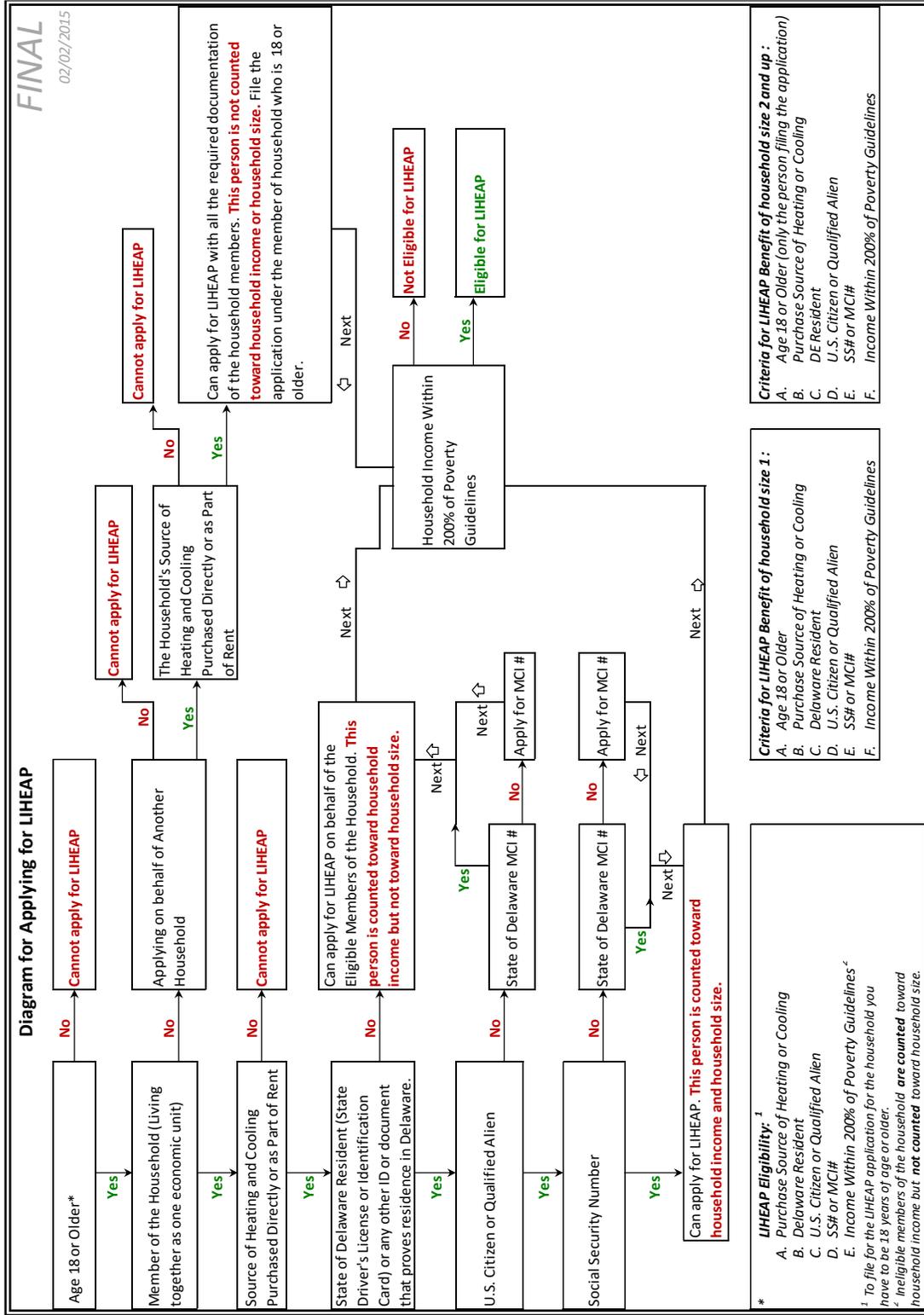
**APPENDIX A
PERFORMANCE MEASUREMENTS SUMMARY MATRIX**

Performance Objective	SOW §	Performance Standard / Acceptable Quality Level	Performance Goal	Method of Assessment
Provided in executed contract		Provided in executed contract	Provided in executed contract	Provided in executed contract



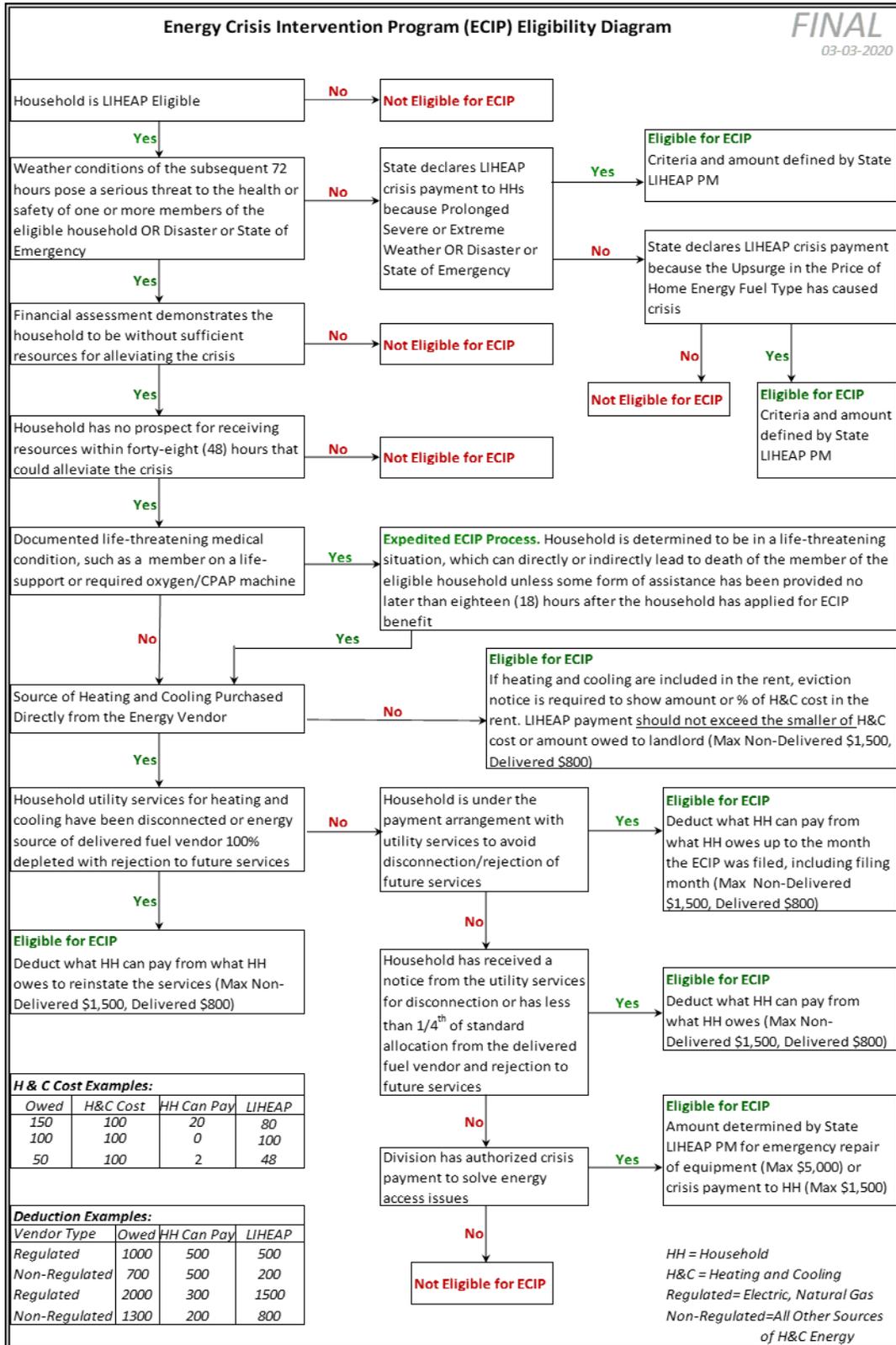
APPENDIX B

1.0 LIHEAP ELIGIBILITY GUIDELINES





2.0 ECIP ELIGIBILITY GUIDELINES





DELAWARE HEALTH AND SOCIAL SERVICES

Division of State Service Centers,
Office of Community Services

**LIHEAP, DEAP,
Statement of Work (SOW)**

**APPENDIX C
INCOME ELIGIBILITY GUIDELINES
(example of 2020 matrix)**

2020 Delaware Energy Assistance Program Benefit Matrix

Household Size¹:

1	2	3	4	5	6	7	8
\$ 12,490	\$ 16,910	\$ 21,330	\$ 25,750	\$ 30,170	\$ 34,590	\$ 39,010	\$ 43,430
100% Federal Poverty Guideline							

Maximum Income Limits for the Poverty Percent Interval:

1	2	3	4	5	6	7	8	KERO,				NATURAL			
								PROPANE	FUEL OIL	ELECTRIC	GAS	OTHER			
\$ 3,184	\$ 4,312	\$ 5,439	\$ 6,566	\$ 7,693	\$ 8,820	\$ 9,947	\$ 11,074	0%	to	25%	\$ 1,781	\$ 1,433	\$ 1,204	\$ 602	\$ 546
\$ 6,307	\$ 8,539	\$ 10,771	\$ 13,003	\$ 15,235	\$ 17,467	\$ 19,700	\$ 21,932	26%	to	50%	\$ 1,579	\$ 1,271	\$ 1,068	\$ 533	\$ 484
\$ 9,429	\$ 12,767	\$ 16,104	\$ 19,441	\$ 22,778	\$ 26,115	\$ 29,452	\$ 32,789	51%	to	75%	\$ 1,142	\$ 919	\$ 772	\$ 386	\$ 350
\$ 12,552	\$ 16,994	\$ 21,436	\$ 25,878	\$ 30,320	\$ 34,762	\$ 39,205	\$ 43,647	76%	to	100%	\$ 826	\$ 665	\$ 559	\$ 279	\$ 254
\$ 15,674	\$ 21,222	\$ 26,769	\$ 32,316	\$ 37,863	\$ 43,410	\$ 48,957	\$ 54,504	101%	to	125%	\$ 615	\$ 495	\$ 416	\$ 208	\$ 189
\$ 18,797	\$ 25,449	\$ 32,101	\$ 38,753	\$ 45,405	\$ 52,057	\$ 58,710	\$ 65,362	126%	to	150%	\$ 490	\$ 394	\$ 331	\$ 165	\$ 150
\$ 21,919	\$ 29,677	\$ 37,434	\$ 45,191	\$ 52,948	\$ 60,705	\$ 68,462	\$ 76,219	151%	to	175%	\$ 433	\$ 348	\$ 293	\$ 146	\$ 133
\$ 25,042	\$ 33,904	\$ 42,766	\$ 51,628	\$ 60,490	\$ 69,352	\$ 78,215	\$ 87,077	176%	to	200%	\$ 326	\$ 262	\$ 220	\$ 110	\$ 100

Approved Date: #####
Updated Dates: _____

¹ Household members represent those related and/or unrelated individuals who are living together as one economic unit for whom residential energy is customarily purchased in common or who make undesignated payments for residential energy in the form of rent.

² Poverty Percent Interval for the household is calculated by dividing the household's gross income by the dollar amount equal to 100% of the Federal Poverty Guideline, multiplying the result by 100, and expressing the result as a rounded percent. Gross income is the household's income before any deductions or adjustments, such as taxes or medical costs, are made to the household income.

³ This row represents 100% of the 2019 Federal Poverty Guidelines that were issued in the Federal Register Volume 84, Number 22, on February 1, 2019, by the U.S. Department of Health and Human Services (HHS) 42 U.S.C. 9902 (2) (https://aspe.hhs.gov/prior-hhs-poverty-guidelines-and-federal-register-references). For households with more than 8 persons, add \$4,420 to the 100% Federal Poverty Guideline for each additional person and calculate the Poverty Percent Interval. For example, household with 9 members has 100% federal poverty guideline of \$43,430+\$4,420=\$47,850.

⁴ In Delaware, \$54,680 = 60 Percent of the Estimated State Median Income for Four-Person Families for Federal Fiscal Year (FFY) 2019, for Use in the Low Income Home Energy Assistance Program (LIHEAP). Published by the Federal Children and Families Administration in the Information Memorandum LIHEAP-IM-2018-03, on June 14, 2018. The LIHEAP statute establishes 150 percent of the federal poverty level as the maximum income level allowed in determining LIHEAP income eligibility, except where 60 percent of state median income is higher. DE LIHEAP expects the value for 60% of SMI for 4-Person Families for FFY 2020 to be above \$51,628.

LIHEAP Benefit for clients living in subsidized housing when heat is not included in the rent is \$ 221 and rent is less or equal to \$ 481 per month
if rent in subsidized housing is greater than \$ 481 per month, then LIHEAP Benefit is issued based on the LIHEAP Benefit Matrix

Example: Household size 4 with gross income \$ 25,879 belongs into poverty interval 101% to 125% and should receive Electric Benefit of \$ 416

STATE OF DELAWARE
Department of Health and Social Services

APPENDIX B

BUDGET WORKBOOK

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

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

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

BUDGET WORKSHEET

0

LIHEAP Delaware Energy Assistance Program
October 1, 2020 - September 30, 2021

**100%
OF
BUDGET**

Budget Items	TOTAL	Federal require match	LIHEAP/DEAP Administrative	LIHEAP/DEAP Program	LIHEAP Assurance 16 Admin	LIHEAP Assurance 16 Program	State Funds	Local Cash In-Kind	Program Income	Other Resources	Total Resources Required	Adminis- tration
C-1 Staff Salaries	\$70,000.00	\$0.00	\$43,375.00	\$26,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C-2 Staff Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C-3 Travel/Training (Total)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mileage = Rate \$0.40 X Miles	\$0.00											
Training	\$0.00											
Other (specify)	\$0.00											
C-4 Contractual (Total)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rent: Office (include cost per sq. ft.)	\$0.00											
Rent: Equipment	\$0.00											
Electricity	\$0.00											
Heat	\$0.00											
Telephone/Internet	\$0.00											
Utilities (Other)	\$0.00											
Printing/Advertising	\$0.00											
Postage	\$0.00											
Insurance	\$0.00											
Audit	\$0.00											
Specify (Other)	\$0.00											
Specify (Other)	\$0.00											
C-5 Supplies (Total)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Office Supplies	\$0.00											
Building Supplies	\$0.00											
Program Supplies	\$0.00											
Janitorial Supplies	\$0.00											
Outreach Supplies	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
C-6 Equipment/Other Direct Costs (Total)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Heating Benefits	\$0.00											
Crisis Benefits	\$0.00											
Cooling Benefits	\$0.00											
Blankets	\$0.00											
Fans	\$0.00											
Furnaces	\$0.00											
Other (specify)	\$0.00											
Other (specify)	\$0.00											
C-7 Indirect Costs (Total Salaries w/o fringe x rate)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C-8 Total Budget	\$70,000.00	\$0.00	\$43,375.00	\$26,625.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C-9 Total Budget w/o Local Cash / In Kind	\$70,000.00											

BUDGET WORKSHEET SUPPLEMENT

| 0

LIHEAP Delaware Energy Assistance Program

October 1, 2020 - September 30, 2021

**100%
OF
BUDGET**

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

C-1 Staff Salaries

Amount charged to DSSC \$70,000.00

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

C-2 Staff Fringe Benefits

Amount charged to DSSC \$0.00

Fringe Benefits Rate 0.00%

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

Fringe Benefit Classification	Amount	Percent
Social security and medicare	\$0.00	0.00%
Workers compensation	\$0.00	0.00%
Health Insurance	\$0.00	0.00%
403B Employer Match	\$0.00	0.00%
Federal Insurance Contributions Act	\$0.00	0.00%
XXXX	\$0.00	0.00%
Total Fringe Benefits	\$0.00	0.00%

Staff Fringe Benefits - Additional Narrative

C-3 Travel / Training

Amount charged to DSSC \$0.00

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

Mileage*

Mileage Rate \$0.40 Total Mileage = \$0.00

Amount charged to DSSC \$0.00

* DSSC maximum allowable mileage rate is \$0.40/mile

Training

Amount charged to DSSC \$0.00

Other (specify)

Amount charged to DSSC \$0.00

C-4 ContractualAmount charged to DSSC \$0.00

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

Rent: Office (include cost per sq. ft.)

Rental Location	Sq. Footage being charged to DSSC	Cost Per Sq. Ft.	Total
XXXX	1	\$0.00	\$0.00
XXXX	1	\$0.00	\$0.00
XXXX	1	\$0.00	\$0.00
XXXX	1	\$0.00	\$0.00
Total Months Charged to Rent: <input type="text" value="12"/>			Monthly Rent
			Total Rent
			\$0.00
			\$0.00

Rent - Additional NarrativeAmount charged to DSSC \$0.00**Rent: Equipment**Amount charged to DSSC \$0.00**Electricity**Amount charged to DSSC \$0.00**Heat**Amount charged to DSSC \$0.00

C-4 Contractual (Continued)

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

Telephone/Internet **Amount charged to DSSC** **\$0.00**

Utilites (Other) **Amount charged to DSSC** **\$0.00**

Printing/Advertising **Amount charged to DSSC** **\$0.00**

Postage **Amount charged to DSSC** **\$0.00**

Insurance **Amount charged to DSSC** **\$0.00**

Audit **Amount charged to DSSC** **\$0.00**

C-4 Contractual (Continued)

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

Specify (Other)	Amount charged to DSSC	\$0.00

Specify (Other)	Amount charged to DSSC	\$0.00

Specify (Other)	Amount charged to DSSC	\$0.00

Specify (Other)	Amount charged to DSSC	\$0.00

Specify (Other)	Amount charged to DSSC	\$0.00

Specify (Other)	Amount charged to DSSC	\$0.00

Additional Contractual Narrative

C-5 Supplies

Amount charged to DSSC \$0.00

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

Office Supplies

Amount charged to DSSC \$0.00

Building Supplies

Amount charged to DSSC \$0.00

Program Supplies

Amount charged to DSSC \$0.00

Janitorial Supplies

Amount charged to DSSC \$0.00

Outreach Supplies

Amount charged to DSSC \$0.00

Other (specify)

Amount charged to DSSC \$0.00

C-5 Supplies (Continued)

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

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

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

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

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

C-6 Equipment & Other Direct Costs

Amount charged to DSSC \$0.00

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

Heating Benefits

Amount charged to DSSC **\$0.00**

Crisis Benefits

Amount charged to DSSC **\$0.00**

Cooling Benefits

Amount charged to DSSC **\$0.00**

C-6 Equipment & Other Direct Costs (Continued)

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

Blankets	Amount charged to DSSC	\$0.00

Fans	Amount charged to DSSC	\$0.00

Furnaces	Amount charged to DSSC	\$0.00

Other (specify)	Amount charged to DSSC	\$0.00

Other (specify)	Amount charged to DSSC	\$0.00

Other (specify)	Amount charged to DSSC	\$0.00

C-7 Additional Explanations

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

Program Income	Amount paid with Program Income	\$0.00

Other Resrouces	Amount paid with Other Resources	\$0.00

Administration	Administrative Costs	\$0.00

Indirect Cost	Indirect Costs	\$0.00

FINAL BUDGET

0
LIHEAP Delaware Energy Assistance Program
October 1, 2020 - September 30, 2021

100%
OF
BUDGET

	BUDGET ITEMS	BUDGET
C-1	Staff Salaries	\$70,000.00
C-2	Staff Fringe Benefits	\$0.00
C-3	Travel/Training	\$0.00
C-4	Contractual	\$0.00
C-5	Supplies	\$0.00
C-6	Equipment/Other Direct Costs	\$0.00
C-7	Indirect Costs (Total Salaries w/o Fringe x Rate)	\$0.00
C-8	Total Budget (Including Local Cash / In-Kind)	\$70,000.00

	BUDGET ITEMS	BUDGET		DEAP	DEAP	LIHEAP
C-9	Total Budget w/o Local Cash / In-Kind	\$70,000.00		Admin	Program	Assur 16
			FED			
	Planned Units of Service DEAP	0.00				
	Planned Units of Service Assurance 16	0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Planned Program Income	\$0.00		LIHEAP/DEAP Total		
	Program Income per Unit of Service	\$0.00		\$0.00		
	State Funds	\$0.00				
	Local Cash / In-Kind	\$0.00				
	Other Resources	\$0.00				
	DSSC Resources Needed for LIHEAP/DEAP Administrative	\$43,375.00	61.96%	Administrative cost may not exceed 10%		
	DSSC Resources Needed for LIHEAP/DEAP Operations	\$70,000.00	100.00%			
	DSSC Resources Needed for LIHEAP/DEAP Program	\$26,625.00	38.04%	Operational costs may not exceed 10%		
	DSSC Resources Needed for LIHEAP/DEAP Client Services	\$0.00	0.00%			
	DSSC Resources Needed for LIHEAP/DEAP Benefits	\$0.00	0.00%			
	DSSC Resources Needed for LIHEAP/DEAP Intake	\$26,625.00	38.04%			
	DSSC Resources Needed for LIHEAP/DEAP Total	\$70,000.00				
	DSSC Resources Needed for LIHEAP Assur 16 Admin	\$0.00	#DIV/0!			
	DSSC Resources Needed for LIHEAP Assur 16 Program	\$0.00	#DIV/0!			
	DSSC Resources Needed for LIHEAP Assurance 16	\$0.00	0.00%			
	DSSC Resources Needed in Total with State Funds	\$70,000.00				
	Total Resources w/o local cash/in-kind	\$70,000.00				
	Total Resources with local cash/in-kind	\$70,000.00				
				FED		
	Reimbursement Rate			\$0.00		

DSSC Resources Needed = (C-9)Total Budget w/o Local Cash or In-Kind - Planned Program Income - Other Resources
 Reimbursement Rate = Unit Cost - Program Income per Unit of Service

COMPARISON WORKSHEET

0

**LIHEAP Delaware Energy Assistance Program
October 1, 2020 - September 30, 2021**

**100%
OF
BUDGET**

A. Projected Contract Expenses w/o Local Cash / In-Kind	Current Contract	Proposed Contract	Variance
% Line Item Change			
1. Salary	\$0.00	\$70,000.00	
2. Fringe Benefits	\$0.00	\$0.00	
3. Travel / Training	\$0.00	\$0.00	
4. Contractual	\$0.00	\$0.00	
5. Supplies	\$0.00	\$0.00	
6. Equipment / Other Direct Costs:	\$0.00	\$0.00	
▪ Heating Benefits	\$0.00	\$0.00	
▪ Crisis Benefits	\$0.00	\$0.00	
▪ Cooling Benefits	\$0.00	\$0.00	
▪ Blankets	\$0.00	\$0.00	
▪ Fans	\$0.00	\$0.00	
▪ Furnaces	\$0.00	\$0.00	
7. Indirect Costs	\$0.00	\$0.00	
Total Projected Contract Expenses w/o Local Cash / In-Kind	\$0.00	\$70,000.00	
B. Project Revenue (Funding Sources)			
Total DSSC Funds Requested			
■ Final Budget LIHEAP/DEAP Administrative	\$0.00	\$43,375.00	
■ Final Budget LIHEAP/DEAP Operations	\$0.00	\$70,000.00	
■ Final Budget LIHEAP/DEAP Program	\$0.00	\$26,625.00	
■ Final Budget LIHEAP/DEAP Client Services	\$0.00	\$0.00	
■ Final Budget LIHEAP/DEAP Benefits	\$0.00	\$0.00	
■ Final Budget LIHEAP/DEAP Intake	\$0.00	\$26,625.00	
■ Final Budget LIHEAP/DEAP Total	\$0.00	\$70,000.00	
■ Final Budget LIHEAP Assurance 16 Admin	\$0.00	\$0.00	
■ Final Budget LIHEAP Assurance 16 Program	\$0.00	\$0.00	
■ Final Budget LIHEAP Assurance 16 Total	\$0.00	\$0.00	
■ Final Budget State Funds	\$0.00	\$0.00	
■ Final Budget Total	\$0.00	\$70,000.00	
Other Revenue Sources			
■ Other Resources	\$0.00	\$0.00	
■ Project Income	\$0.00	\$0.00	
■ Local Cash/In-Kind	\$0.00	\$0.00	
Total Contract Revenue	\$0.00	\$70,000.00	
C. Units of Service LIHEAP/DEAP			
	0.00	0.00	
■ Unit Cost LIHEAP Administrative	\$0.00	\$0.00	
■ Unit Cost LIHEAP Program	\$0.00	\$0.00	
■ Unit Cost LIHEAP Total	\$0.00	\$0.00	
Units of Service Assurance 16			
	0.00	0.00	
■ Unit Cost LIHEAP Assurance 16	\$0.00	\$0.00	
■ Unit Cost FED	\$0.00	\$0.00	
■ Reimbursement Rate (Other)	\$0.00	\$0.00	
* Total Contract Revenue must equal Total Contract Expenses			
* Total DSSC Funds is the sum of LIHEAP & State & Other.			

Unit Cost Contract Budget

Agency: 0
Program/Service: LIHEAP Delaware Energy Assistance Program
Contract Year: October 1, 2020 - September 30, 2021

DEAP Program		
A.	Unit Cost	\$0.00
B.	Planned Service Units	0
C.	Total Resources Needed	
a.	Maximum DSSC Resources (A x B)	\$0

DEAP Admin		
A.	Unit Cost	\$0.00
B.	Planned Service Units	0
C.	Total Resources Needed	
a.	Maximum DSSC Resources (A x B)	\$0

LIHEAP/DEAP Total		
A.	Unit Cost	\$0.00
B.	Planned Service Units	0
C.	Total Resources Needed	
a.	Maximum DSSC Resources (A x B)	\$0

LIHEAP Assur 16		
A.	Unit Cost	\$0.00
B.	Planned Service Units	0
C.	Total Resources Needed	
a.	Maximum DSSC Resources (A x B)	\$0

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

Total Contract Amount **\$0**

APPENDIX C

BUDGET WORKBOOK INSTRUCTIONS



Revision Table

Revision Date	Sections Revised	Description
05/01/2014		Original Version 1.0
03/15/2015		Version 2.0
04/01/2020		Version 3.0



1. Definitions

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



- 1.10 Direct costs or Program costs are costs that can be identified specifically with a project and therefore are charged to that project. These are direct client services, including time and labor spent with client and executing case management and client services for that client. The accounting system records these costs as they are incurred within the series of accounts assigned for that purpose and further distribution is not required.
- 1.11 Administrative costs are costs of doing business which are not direct service costs. For example, the salary of the “project director” is part administrative and part direct service. The time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.
- 1.12 Operational costs are costs of operating the program. Benefits, cash and equipment that are provided directly to the client are not operational costs.

2. Instructions for Completing the DSSC Contract Budget Workbook

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

3. Salary Worksheet

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

Column

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

Group the staff into two sections:

- **DIRECT STAFF:** (intake staff, staff providing the services to the clients under this contract, etc.).



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

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



Line

- 3.12** Line 71 Totals The totals are automatically calculated for each Column.

In Column P the positive total value will change the cell P71 red to warn that funds requested for salaries exceed the allowed amount according to the data entered in Columns C, D, E and G through N.
- 3.13** Line 72
Fringe Benefits
Column F Enter the percentage that fringe benefits are of salaries in Cell F72. The amount each funding stream pays for fringe benefits is calculated automatically.

On the Budget Worksheet Supplement C-2 Staff Fringe Benefits, provide detail on the items included in the fringe benefits and the percent each item is of total fringe benefits.
- 3.14** Line 73
Indirect Costs
Column F Indirect Costs are those costs that have been incurred for common or joint objectives, and thus are not readily subject to treatment as direct costs of a specific program/service or other ultimate or revenue producing cost centers.

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

If the funding stream has been divided into two columns with administrative and program costs, no entry should be made in this cell.
- 3.15** Line 72 & Line 73
Columns G-O These values are calculated using the percentage entered in Column F times the total salaries paid by each funding stream. These values are automatically calculated.
- 3.16** Line 74
FTE's Calculates Full Time Equivalence from all the project hours entered on the Salary Worksheet.

4. Budget Worksheet

Budget Worksheet Note:

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

- 4.1** Administration Column In this column enter the dollar value of the administrative cost that was included in the "Total" column for each line item. Administrative costs are those costs of doing business which are not direct service costs. For example, the time completing forms, updating records, reviewing and approving invoices, compiling reports are classified as administrative cost.



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

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

- 4.2 Other Resources Column
If the agency is utilizing other resources to cover the expenses of this program, enter the dollar value of each additional resource that is going to be utilized for this line item into column L.
- 4.3 Total Resources Required Column
For each line item, enter the total cost estimated to cover the expenses of this program into column M. For each line, the value in column M must be equal to the values in Columns D through L.
- 4.4 Validation Column
The validation column subtracts the total of Columns D through K from Column M. The validation column must be equal to zero. If it is positive, there are not enough resources allocated to this line item. If it is negative, then more funds have been requested for this line item than necessary for operating the program.
- 4.5 **Section C-3** **Travel and Training Expenses**
 - 4.5.1 Line 12
Line 12 is the sum of lines 13 through 15. The values for this line are automatically calculated.
 - 4.5.2 Line 13 Mileage
Mileage expense is the projected number of miles that will be driven by staff and volunteers in their personal vehicles for agency purposes multiplied by the rate per mile reimbursement. This rate cannot exceed DSSC's maximum allowable of forty cents (\$0.40) per mile. If an agency chooses to exceed the DSSC maximum, it may do so as long as the amount over the maximum is paid by the agency from other resources.

Enter the value of the total number of miles multiplied by the reimbursement rate under appropriate funding stream(s).

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

For example, if agency projects 100 miles to be driven by the staff under this project, then enter $100 * \$0.40 = \40.00 .
 - 4.5.3 Line 14 Training
Enter the cost of staff training for this project under appropriate funding stream(s).
 - 4.5.4 Line 15 (Other specify)
Use this line if you need to specify additional Travel or Training Cost. In the Column B, instead of Other (specify), enter the name of the travel or training budget line item and enter the cost of that line item under appropriate funding stream(s).



- 4.6 Section C-4 Contractual**
- 4.6.1** Line 16
Line 16 is the sum of Lines 17 through 32. The values for this line are automatically calculated.
- 4.6.2** Line 17
Rent: Office
Enter the cost of space rental under appropriate funding stream(s). Use the Budget Worksheet Supplement C-4 Rent to identify each space rented, the square footage and the cost per square foot.
- 4.6.3** Lines 18-25
Rent: Equipment
Electricity
Heat
Telephone/Internet
Utilities (Other)
Printing/Advertising
Postage
Insurance
Enter the cost for each line item under appropriate funding stream(s).
- 4.6.4** Line 26
Audit
Enter the cost of Audit under appropriate funding stream(s). Use the Budget Worksheet Supplement C-4 Audit to describe what audit fees and what percent of the audit fees agency is allocating to the project expense.
- 4.6.5** Lines 27-32
Other (specify)
Use these lines if you need to specify additional Contractual Costs. In the Column B, instead of Other (specify), enter the name of the contractual budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.7 Section C-5 Supplies**
- 4.7.1** Line 33
Line 33 is the sum of the lines 34 through 43. The values for this line are automatically calculated.
- 4.7.2** Lines 34-38
Office Supplies
Building Supplies
Program Supplies
Janitorial Supplies
Outreach Supplies
Enter the cost for each line item under appropriate funding stream(s).
- 4.7.3** Lines 39-43
Other (specify)
Use these lines if you need to specify additional Supplies Costs. In the Column B, instead of Other (specify), enter the name of the supply budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.8 Section C-6 Equipment/Other Direct Costs**
- 4.8.1**
This section is for the direct costs only. Direct costs include cash, equipment, benefits, payments and other quantifiable resources that are provided to the clients.



- 4.8.2** If existing equipment is being used as match, it should be shown as a cost under In-Kind. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.
- 4.8.3** If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.
- 4.8.4** Line 44 Line 44 is the sum of lines 45 through 52. The values for this line are automatically calculated.
- 4.8.5** Lines 45-47
Heating Benefits
Crisis Benefits
Cooling Benefits Enter the total dollar amounts for each benefit payment category under appropriate funding stream(s). These amounts are usually determined by OCS and communicated to the contractor during the budget negotiations. These line items should be completed by the agencies when they have been directed to do so by the OCS.
- 4.8.6** Lines 48-50
Blankets
Fans
Furnaces Enter the cost for each line item under appropriate funding stream(s). Costs of Blankets and Fans should be allocated under Assurance 16 Program expenses because they are helping the households to conserve energy.
- 4.8.7** Lines 50-53
Other (specify) Use these lines if you need to specify additional Equipment/Other Direct Costs. In the Column B, instead of Other (specify), enter the name of the direct cost budget line item and enter the cost of that line item under appropriate funding stream(s).
- 4.9** **Section C-7** **Indirect Costs (Total Salaries w/o fringe x rate)**
Section C-7 is automatically imported from the Salary Worksheet.
- 4.10** **Section C-8** **Total Budget**
Line 54 is the sum of lines 10,11,12,16,33, and 53. The values for this line are automatically calculated.
- 4.11** **Section C-9** **Total Budget Without Local Cash or In-kind**
This value is automatically calculated by the worksheet.
- 4.12** **Match Needed**
Cell J60 This value shows the amount of match needed.
- 4.13** **Local Cash & In-Kind Validation**
Cell J57 The Total Amount of Local Cash/In-kind (Cell J57) must equal to the Total Amount of Match Needed (Cell J60). The validation cell must be equal to zero. If it is not zero, too much or too little money has been allocated and the amount of Local Cash & In-Kind on the Budget Worksheet must be adjusted.



5. Budget Worksheet Supplement

Budget Worksheet
Supplement Note:

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

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

5.1 Section C-1

Staff Salaries

Explain how staff salaries were determined and allocated to this project. Explain any increases/decreases in salaries from the previous contract with the State.

5.2 Section C-2

Staff Fringe Benefits

In the Additional Narrative Section, explain how the fringe benefits were determined. Explain any increase/decrease in fringe benefits from the previous contract with the State. Provide detail on the items included in the fringe benefits, and the percent and dollar amount of each item.

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

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

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

5.3 Section C-3

Travel/Training

5.3.1 Travel

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

Example: Mileage x 0.40(DSSC Max) = Total

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

5.3.2 Training

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



5.3.3 Other (Specify) Identify and explain the cost.

5.4 Section C-4 Contractual

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

Example: Sq. Footage x Cost/sq. ft. = Total
2000 sq. ft. x \$10/sq. ft. = \$20,000

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

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

5.4.2 Rent: Equipment
Electricity
Heat
Telephone/Internet
Utilities (Other)
Printing/Advertising
Postage
Insurance Explain how these costs were determined and allocated.

5.4.3 Audit Explain how these costs were determined and allocated to the program.

5.4.4 Other (Specify) Identify and explain each cost.

5.5 Section C-5 Supplies

5.5.1 Office Supplies
Building Supplies
Program Supplies
Janitorial Supplies
Outreach Supplies Explain how these costs were determined and allocated.

5.5.2 Other (Specify) Identify and explain each cost.

5.6 Section C-6 Equipment & Other Direct Costs

If existing equipment is being used as match, it should be shown as a cost. Use the Budget Worksheet Supplement to describe the methodology for determining the budgeted amount.

If replacement or additional equipment is being requested, use the Budget Worksheet Supplement to provide details on the specific piece of equipment requested and explain why it is needed.



- 5.6.1** Heating Benefits
Crisis Benefits
Cooling Benefits

Explain how these costs were determined and allocated. These amounts are usually determined by OCS and communicated to the contractor during the budget negotiations. These line items should be completed by the agencies when they have been directed to do so by the OCS.
- 5.6.2** Blankets
Fans
Furnaces

Explain how these costs were determined and allocated. Costs of Blankets and Fans should be allocated under Assurance 16 Program expenses because they are helping the households to conserve energy.
- 5.6.3** Other (Specify)

Identify and explain each cost.
- 5.7 Section C-7** **Additional Explanations**
- 5.7.1** Program Income

Explain how Program Income was determined.
- 5.7.2** Other Resources

Explain what the other resources are and how they are allocated to this project.
- 5.7.3** Administration

Explain the allocations in this column.
- 5.7.4** Indirect Costs

Explain how Indirect Cost was determined.
- 5.7.5 Matching Funds** **Local Cash & In-Kind**

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

Enter the source and value of each in-kind resource used as match on the budget worksheet. If volunteers are used as an in-kind resource, request guidance from Division.
- 5.7.5.2** Local Cash

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

6. Final Budget Worksheet

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

- 6.1** Cost Reimbursement Contracts

All needed information has been imported from the Budget Worksheet. Do not enter any additional information.
- 6.2** Unit Cost Contracts

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

For example, for LIHEAP SCAP A/C program agency would enter the quantity of air conditioners it expects to purchase, deliver, and

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

APPENDIX D

DHSS PROFESSIONAL SERVICES BOILERPATE

Attached here by reference: <https://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=1119>

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

APPENDIX E

BUSINESS ASSOCIATE AGREEMENT

Attached here by reference: <https://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf>

APPENDIX F

FEDERAL ASSURANCES

The CONTRACTOR hereby assures and certifies that:

1. It possesses legal authority to enter into this Contract; that a resolution, motion or similar action has been adopted or passed as an official act of the CONTRACTOR's governing body authorizing the execution of this Contract, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with the Contract and to provide such additional information as may be required.
2. It has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal and/or non-State share of all costs) to ensure proper planning, management, and implementation of the Scope of Services.
3. It will provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal and/or State funds paid to the agency.
4. It will provide and maintain for the duration of the contract period, General Liability Insurance and the minimum amount of Workmen's Compensation Insurance required by Delaware State Law. It will also maintain throughout the contract period, Fidelity Bonding that covers anyone in its employ who is authorized to sign checks, certify vouchers and handle and control funds, checks, securities, or property.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will comply with all State and Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. and 3601 et seq.), as amended, relating to nondiscrimination provisions in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.
7. It will not use funds received as payment under this Contract in order to engage in political activities or to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

It will not use funds received as payment under this Contract in order to engage in religious services, religious instruction or counseling, or proselytizing.

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

It will comply with the Federal Fair Labor Standards Act of 1938, as amended, as applicable, as well as any state laws and regulations, as applicable, covering minimum wages, overtime, equal pay for equal work, child labor standards, and age discrimination, etc.

8. It will comply with any relevant federal and state guidelines, laws and regulations that are or may become applicable to this Contract, including certification requirements for **Low-Income Home Energy Assistance Program Block Grant (LIHEAP)** contractors and subcontractors as outlined in the **LIHEAP Delaware State Plan**.
9. It will include the provision of these assurances in any subcontract that may become applicable to the performance of the Scope of Services, so that such provisions will be binding upon each subcontractor.
10. Audit reports are required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments), as may be appropriate, unless the Contractor is exempt under the appropriate circular.
11. Each of the following Federal Assurances, provided by the United States Department of Health and Human Services, must be read, understood and accepted by the CONTRACTOR:
 - a) Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - b) Certification Regarding Drug-Free Workplace Requirements
 - c) Certification Regarding Lobbying
 - d) Certification Regarding Environmental Tobacco Smoke

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective lower tier
- 2) Participant is providing the certification set out below.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

- covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 7) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
 - 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - 10) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS**

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

STATE OF DELAWARE
Department of Health and Social Services, Division of State Service Centers

(h) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here.

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.
