

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
DIETARY MANAGEMENT AND DIETARY STAFFING SERVICES
ISSUED BY DEPARTMENT OF STATE – DELAWARE VETERANS HOME
CONTRACT NUMBER 16-DVH-02**

I. Overview

The State of Delaware, Department of State, Delaware Veterans Home (DVH) seeks to obtain competitive proposals from qualified bidders who are interested in providing Dietary Management and Dietary Staffing Services at the DVH located in Milford, Delaware. The RFP is intended to provide quality services and quality products at a cost savings to the State of Delaware. The Management and Staffing services shall provide oversight of the daily operations in the Dietary Department (kitchen and dining room) and take on complete control and operation of the Canteen. The Management and Staffing services shall review performance, change techniques or procedures to improve services, simplify workflow, promote efficient operations and ensure compliance with regulatory requirements. The bidder has the **option** to include a Registered Dietitian under staffing services in its proposal. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	Date: June 29, 2015 and July 6, 2015
Deadline for Questions	Date: July 17, 2015
Response to Questions Posted by:	Date: July 24, 2015
Deadline for Receipt of Proposals (Time)	Date: August 7, 2015 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: August 17, 2015

A mandatory pre-bid meeting has not been established for this Request for Proposal.

The overall result of this contract will be improved customer satisfaction with meals as evidenced by resident, family and employee interviews/surveys; improved appearance of plated food, especially modified diet plates (i.e. diced, finely diced, chopped, ground, and/or pureed food); improved delivery and compliance with dysphagia diets resulting in decreased risks for aspiration; improved healthy menu offerings and more choices of foods customized to meet the personal preferences of residents; motivated food service staff as measured by staff satisfaction surveys; and realization of improved economic and operating efficiencies in the overall food service operation by embracing the latest procurement and just-in-time inventory practices available to private entities that are not available to state agencies.

General Information:

The Delaware Veterans Home is a licensed 150 bed long term care facility, providing care to Delaware Veterans. The facility includes a 30 bed unit, two 45 bed units and a 30 bed secure unit. The facility is staffed 24 hours per day, 7 days per week, including holidays. The Dietary Department currently consists of the central kitchen, the dining room and the Canteen. The Canteen sells food and beverages to residents, guests and employees of the DVH.

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Individual resident diets are directed by physician order, and dietary and food services are an integral part of the interdisciplinary care planning and treatment of the resident.

Residents are monitored according to CMS standards for weight gain and weight loss, and individual diets are altered accordingly. Residents may be at risk for pressure sores or are admitted with pressure sores, and require supplemental nutrition.

Staffing:

The kitchen and dining room serve approximately 150,000 resident meals per year. Residents are served 3 meals per day plus snacks and beverages. There are currently 27 full time (37.5 hrs per week) state merit employees in the kitchen, dining room and canteen. An organizational chart and job descriptions are available upon request. The kitchen and dining room operate two shifts, seven days a week from 5:30 a.m. through 7:30 p.m. The canteen is staffed 7 days a week from 6:00 a.m. to 7:00 p.m. Operating hours may vary depending on staffing.

Existing dietary staff with 10 or more years of state service will be relocated to vacant merit jobs for which they qualify at the facility or at other departments in the State. These employees may also accept jobs from offers made by the contractor.

The DVH would request that the successful bidder interview current merit and casual/seasonal staff for the kitchen and dining room proposed positions.

The successful bidder shall select the certified Dietary Manager and present the proposed Manager to the facility leadership team for final approval. All other hiring and selection is the responsibility of the successful bidder.

Existing dietary positions at the facilities are listed below. No vacancies will be filled with facility staff after the effective date of contract.

Job Title	Merit Position	Casual/Seasonal	Vacant Positions
Food Service Director	1	0	1
Asst. Food Service Dir	1	0	0
Food Service Supervisor	2	1	1
Senior Cook	1	0	0
Cook	6	2	1
Food Service Worker	16	3	3
Dietician Assistant	0	1	0

*Registered Dietitian is a contracted position. – Option to include this position in bid

The Contractor shall be responsible for the payment of all payroll taxes, medical and/or life insurance, retirement contributions and any or all other fringe benefits the Contractor's employees are eligible for. The DVH will be responsible for the payment of all payroll taxes, medical and/or life insurance, retirement contributions and any or all other fringe benefits of the food service employees in state classified positions.

The DVH reserves the right to require the replacement of any management personnel because of operating difficulties determined to be the result of on-site management. The vendor bid shall include the proposed number of employees needed to run an efficient and customer service driven department. The proposal shall include the staff position titles,

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number of proposed staff and salary and benefit costs per position. The proposal shall also include a job summary and job qualifications. The proposal shall include staffing plans to include the number of full time and part time staff. The bid shall include an organizational chart of the proposed dietary department.

II. Scope of Services

The scope of service is to provide high quality Dietary Management and Staffing services that adhere to Federal, State and VA regulations and promote choices of food and beverages to the residents and family at the DVH.

The goal of this RFP is that a Contractor will be selected for this project to manage and provide staff for the Dietary Department. The Contractor will provide direction and oversight of the preparation, production, and delivery of all food service operations at DVH. The Contractor shall report directly to a designated employee. The Contractor shall provide a sufficient number of kitchen and dining room staff to receive, store, prepare, and cook food for meal preparation; to receive, store, and prepare food for snack preparation; to receive and store items for nutritional supplements and beverages; to receive, store, and use non-food items necessary for meal and snack preparation, delivery, and service.

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. Bidder shall provide responses to the Request for Proposal (RFP) found in the scope of work, Appendix A and Appendix B. The proposal should address all criteria used to evaluate each proposal.
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 D, Item 7, subsection g (insurance).
5. Provide response to Employing Delawareans Report (Attachment 9).
6. A description of the background and experience in providing Dietary Management and Dietary Staffing to a Veterans facility or other similar long term care facility. Describe food service and food delivery systems used in other long term care facilities in which a contract exists or existed.
7. A detailed implementation plan that includes specific activities and dates necessary to implement services beginning on September 7, 2015.

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8. A description of the organizations plan to recruit and fill positions. Include a history of staff turnover rates at other facilities and the organizations vacancy management. Include an organizational chart that includes all proposed positions at the DVH. Include job descriptions of proposed kitchen and dietary staff.
9. A sample menu to include daily meals, snacks, special events and holiday meals.
10. Three references from organizations that have the ability to provide current information related to the ability to perform the duties outlined in the RFP.
11. A proposed budget for the components outlined in the RFP. The budget shall be based on a census of 145 residents for the kitchen and dining room. The proposed budget shall be itemized to include Dietary Management and Dietary Staffing fees (salaries and benefits), raw food costs, operational supplies, staff training and general and administrative overhead. The proposed budget shall be from September 7, 2015 – June 30, 2016 and July 1, 2016 through June 30, 2017. The Canteen shall be a self-sustaining operation. No proposed budget shall be submitted for the Canteen.

B. General Evaluation Requirements

1. Background and experience providing Dietary Management and Dietary Staffing services in a long term care setting.
2. Detailed implementation plan that define specific tasks and timeline for full implementation beginning September 7, 2015.
3. Philosophy and proven commitment to quality, choice and resident, family, employee and facility staff satisfaction.
4. Description of recruitment plan to include the option of hiring current staff, and other recruitment, retention and training plans.
5. The ability to provide menu variety and menu rotation using quality products and allowing for preferences and choices.
6. Budget to include salaries and benefits by position, raw food, operational costs, staff training and general and administrative overhead.

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 the Delaware Veterans Home website at <http://vethome.delaware.gov> . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

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4. RFP Designated Contact

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

NAME: Sandra M. Groff
ADDRESS: Delaware Veterans Home
100 Delaware Veterans Blvd.
Milford, DE 19963
EMAIL: sandy.groff@state.de.us

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

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 2 paper copies, one marked as original.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **1:00 PM (Local Time) on August 7, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

NAME: Sandra M. Groff
AGENCY NAME: Delaware Veterans Home
ADDRESS: 100 Delaware Veterans Blvd.
Milford, DE 19963

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. 16-DVH-02 on the outside of the bid submission package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or

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considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

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

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein

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expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. 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.16 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

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **Friday, July 17, 2015**. All questions will be consolidated into a single set of responses and posted on the State’s website at www.bids.delaware.gov and on the Delaware Veterans Home website at <http://vethome.delaware.gov> by the date of **Friday, July 24, 2015**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

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

15. State’s Right to Reject Proposals

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

16. State’s Right to Cancel Solicitation

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

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

17. State’s Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

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

20. Exceptions to the RFP

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

21. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other

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than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

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

a. RFP Award Notifications

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

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

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

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

22. Cooperatives

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

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of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

Criteria Weight

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

Criteria	Weight
Bidder’s background and experience providing Dietary Management and Dietary Staffing services in a long term care facility.	20
Detailed implementation plan that defines specific tasks and includes a timeline for start-up.	20
Philosophy and proven commitment to quality, choice and resident, family, employee and staff satisfaction.	20
Description of recruitment plan to include the option of hiring current staff, staffing proposal with specific job titles and other recruitment,	15

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Criteria	Weight
retention and training plans.	
The ability to provide menu variety and menu rotation using quality products and allowing for preference and choice.	15
Line item budget to include salaries and benefits, raw food cost, operating supplies, training and general and administrative costs.	10
Total	100%

Bidders 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 bidder’s capabilities so the responding bidder should be detailed in their proposal responses.

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

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

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

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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. General Information

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

4. Collusion or Fraud

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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.

5. Lobbying and Gratuities

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

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

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

6. Solicitation of State Employees

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

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

7. General Contract Terms

a. Independent Contractors

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

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

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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:

AGENCY NAME: Delaware Veterans Home
ADDRESS: 100 Delaware Veterans Blvd.
Milford, DE 19963
CONTACT: Sandra M. Groff

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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, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

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

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this

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contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior 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. Vendor Emergency Response Point of Contact

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

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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.

j. 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.

k. 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%).

l. Penalties

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

m. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Department of State, Delaware Veterans Home.

- 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

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

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
 3. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.
- n. 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.
- o. 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.
- p. Vendor Activity**
No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

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q. 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 State, Delaware Veterans Home.

r. 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.

s. Fair Background Check Practices

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

t. Vendor Background Check Requirements

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

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

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

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

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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.

u. 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.

v. 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.

w. 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.

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x. 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.

y. 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.

z. 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.

aa. 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.

bb. 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

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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. **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.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 16-DVH-02 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
9. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

F. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to Sandra M. Groff. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

Reporting is required by Executive Order.

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

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

NO PROPOSAL REPLY FORM

Contract No. 16-DVH-02

Contract Title: Dietary Management and
Dietary Staffing Services

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

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

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

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

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

FIRM NAME

SIGNATURE

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

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

CONTRACT NO.: 16-DVH-02
CONTRACT TITLE: Dietary Management and Dietary Staffing Services
DEADLINE TO RESPOND: Friday, August 7, 2015 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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, Department of State, Delaware Veterans Home.

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	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 _____

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

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

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

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of State – Delaware Veterans Home

Attachment 3

Contract No. 16-DVH-02
Contract Title: Dietary Management and Dietary Staffing Services

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: use additional pages as necessary.

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Department of State – Delaware Veterans Home

Attachment 4

Contract No. 16-DVH-02
Contract Title: Dietary Management and Dietary Staffing Services

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

STATE OF DELAWARE
Department of State – Delaware Veterans Home

Attachment 5

Contract No. 16-DVH-02
Contract Title: Dietary Management and Dietary Staffing Services

BUSINESS REFERENCES

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

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

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. - 16-DVH-02	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

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Department of State – Delaware Veterans Home

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware - Monthly Usage Report

Ver. 2 8/19/14

Contract Number / Title: _____

See Below for Transaction Detail

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

Check here if there were no transactions for the reporting period

Supplier Name: _____
Contact Name: _____
Contact Phone: _____

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

Report Start Date: _____
Report End Date: _____
Today's Date: _____

Customer Group	Customer Department, School District, or OTHER - Municipality / Non-Profit	Customer Division (State Agency Section name, School name, Municipality / Non-Profit name)	Item Description	Awarded Contract Item YES/NO	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend (Qty x Contract Proposal Price/Rate)

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

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Department of State – Delaware Veterans Home

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

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

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Department of State – Delaware Veterans Home

Attachment 9

Contract No. 16-DVH-02
Contract Title: Dietary Management and Dietary Staffing Services

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
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

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



Complete application and mail, email or fax to:

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

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

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APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

1. A transmittal letter which briefly summarizes the proposing company's interest in providing the required services. The letter must also state and justify any exceptions to the requirements of the RFP. The bidder must also record all exceptions on Attachment 3. The transmittal letter must also attest to the fact that no activity related to this proposal contract will take place outside of the United States. The state of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.
2. The remaining proposal package shall identify how the vendor proposes meeting the RFP scope of work and requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Cost as identified in the RFP. The cost proposal shall reflect reimbursement for all raw food and operating supplies utilized under the contract. Individual item costs shall be below what the Delaware Veterans Home is currently paying.
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable
11. A detailed description of the background and experience providing Dietary Management and Dietary Staffing to a Veterans facility or other similar long term care facility.
12. A detailed implementation plan that includes specific activities and dates.
13. A description of the organization's plan to recruit and fill positions. Include the option to hire current DVH staff.
14. Sample one month schedule to show the proposed staff, i.e. managers, supervisors, cooks, food service workers, etc.

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15. Demonstration by the bidder of how they will provide choice, quality and resident satisfaction.. This will include a sample menu demonstrating bidder's intent to provide choice, surveys, and QA mechanisms.
16. Sample four-week menu that includes substitutions and that accommodate special diets. Include a cost estimate of the menu.
17. Demonstration by the bidder of how bidder will ensure food safety and sanitation on a continuous basis.
18. Identify dietary and menu development software used in other contracts at other long term care facilities.
19. Resumes of key personnel to be assigned to this project.
20. Information demonstrating the bidder's financial stability.
21. Sample management reports.

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

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**

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APPENDIX B
SCOPE OF WORK AND TECHNICAL REQUIREMENTS

General Scope of Work:

- 1) The Contractor shall provide a certified Dietary Manager to oversee the daily functions of the kitchen and dining room. The canteen operations will not be included in this bid, but will be operated by the Contractor. The Contractor shall track resident purchases for the purpose of charting resident hydration, caloric or diabetic reasons.
- 2) The Contractor shall provide adequate staffing to work in the kitchen and dining room.
- 3) The Contractor shall hire qualified staff necessary to operate a safe, sanitary and efficient kitchen and dining room.
- 4) The Contractor shall develop a replacement plan for small wares and purchase when needed.
- 5) The Contractor shall develop and implement continuing education programs for kitchen, dining room and upon request facility staff.
- 6) The Contractor shall develop required policies and procedures.
- 7) The Contractor shall maintain compliance with State, Federal and VA regulations, and DVH policies and procedures.
- 8) The Contractor shall maintain cleanliness of facility and equipment.
- 9) The Contractor shall maintain good working relationships between departments.
- 10) The Contractor shall perform resident, family and staff satisfaction surveys at least annually.
- 11) The Contractor shall oversee a recycling program in the kitchen and dining room using recycle containers provided by the DVH.

Technical Requirements:

Annual and Follow-up Facility Surveys:

The Contractor must be available the same day to meet with surveyors when questions and or complaints are being addressed by the surveyors. The Contractor will be required to present information that surveyor's request.

Capital Equipment (\$2,500.00 and above per item):

All kitchen and dining room equipment will be inspected by facility maintenance personnel or designated contractor prior to the contract start date. A written report of the inspection results will be maintained in the DVH maintenance department with a copy provided to the Contractor.

All current capital equipment will remain State of Delaware property. The cleaning, maintenance and preventive maintenance will be the responsibility of the Contractor. The facility shall be responsible for the purchase of new capital equipment with input from the Contractor. New equipment shall be purchased based on the availability of funds.

The Contractor will inspect all production and service equipment located in the kitchen and dining area at the DVH and make recommendations to the designated staff for repair, modernization and/or replacement of such equipment as necessary. After examining the equipment and the cost of repair the administrator of the DVH will make the final determination about whether or not to repair, replace or modernize equipment. The cost to repair or replace equipment shall remain with the DVH. Any equipment that is broken due to neglect and/or misuse by the Contractor and their staff must be repaired/replaced at the contractor's expense.

The Contractor will develop an equipment replacement plan and submit it to the Nursing Home Administrator.

Communication:

The DVH will assign a contract manager as a point of contact for the Contractor to communicate with on a regular basis. The Contractor shall be responsive to the Administrator and designated facility staff and shall communicate information and/or problems on a regular basis concerning the Food Services Operations, and shall disseminate information on health or nutrition-related programs and issues throughout the DVH for the

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benefit of residents, families and employees.

Cost Containment:

The Contractor will develop and implement a cost containment program while maintaining a high standard of service. Major areas of cost control shall be: address standardized recipes, production sheets, and portion guides; develop and implement a just-in-time food delivery system to assure accurate forecasting and reduction of over/under stocking of food, food ingredients, and beverages; and develop and implement nutritionally complete substitute menu items in the event regularly scheduled menu items are not available.

The Contractor will develop, recommend for approval, and implement improvements in food preparation techniques that produce meals that are cost efficient, in addition to meeting other requirements of the contract. The Contractor will develop, recommend for approval and implement improvements in food service and delivery to residents and family that produce high customer satisfaction and staff efficiency and productivity.

Emergency Operations:

Employees of Contractor must be able to be physically present at the DVH to attend emergency meetings or deal with any problems that may arise as a result of a natural disaster, weather conditions, fire or any other type of emergency that makes it necessary to have the dietary staff return to the facility to prepare food or distribute emergency food supplies. The Contractor will be responsible for providing diet-compliant meals and snacks on the routine meal service schedule even during emergency situations, including hurricanes and winter storms, when there may be periods of power outages. Additionally, contractor will be responsible for providing meals and snacks on the routine meal service schedule for facility staff working during the emergency and approved evacuees being sheltered at the facility during emergency situations. Additional meals prepared and served to sheltered residents and/or staff may be billed on a per meal basis.

The Contractor shall provide a Continuity of Operations Plan (COOP) to facility administration to ensure uninterrupted service in emergency situations.

The Contractor must be prepared to serve cold meals, or substitute meals for the residents in the event that a utilities shutdown unexpectedly occurs or as a planned shutdown is scheduled.

As an emergency provision the Contractor is responsible for ensuring an adequate supply of food and supplies to accommodate emergency situations, including sheltering-in-place and housing of evacuated residents and staff from other facilities.

Food Handling and Sanitation:

The Contractor will at all times maintain and practice the most current safe food handling and sanitation techniques and shall comply with state sanitation standards at all times. The Contractor will provide all necessary sanitation products for use in the kitchen. The Contractor will be responsible for the following sanitation standards: kitchen, food preparation areas, dishwashing area, storage areas, and walk-ins will remain clean in accordance with all federal and state sanitation standards; receiving and loading docks will be clean, smell sanitary, and be free of flies and pests; delivery carts will be kept sanitary and monitored; all opened food will be labeled, dated, and sealed; all food will be dated; all steam tables, coffee pots, cooking utensils, and all other items used in the kitchen and dining room will be cleaned and sanitized after each use; and cooking equipment and all serving/production surfaces will be spotless and sanitary. Hot carts and serving trays will be cleaned and sanitized after each use.

For dishwashing machines, contractor shall monitor for temperatures, and/or proper injection of dishwashing chemicals where chemical cleaning is used. Where chemicals are used, the contractor shall provide all cleaning chemicals and testing supplies.

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Food Products:

The Contractor shall purchase high quality food items for the daily meals of the residents and family members, using the Contractors food purveyors and discounts.

The food product specifications and quality must meet or exceed the current state and federal standards found on current food contracts.

The Contractor will develop complete food specifications for the procurement of all food/food ingredients and beverages purchased and paid for by the Contractor. The Contractor will provide all food products required for the food service operation at the DVH. The Contractor will purchase and store all food/food ingredients, beverages, snacks, pre-thickened liquids; oral and enteral nutrition supplements to prepare nutritionally balanced meals.

The Delaware Veterans Home shall not pay for product waste.

Food Service and Delivery:

The current DVH food service includes the kitchen preparing food from a central location and plating resident meals using steam tables and other holding equipment (refrigerated or heated). The food service supervisor will pull meal tickets as the resident enters the dining room, and give to the line staff to plate the hot menu items. Food service workers pick up the resident plate and meal ticket, then place beverages, condiments and other menu items on the tray. They deliver the tray to the resident at their table. For residents who prefer to eat on their unit, the kitchen prepares the residents' plate, places the tray in a delivery cart and brings the cart to the residential unit.

The Contractor will review current food service and delivery processes, recommend and implement a food service and delivery system that is customer driven, that utilized resources in a more efficient and productive approach.

Policies and Procedures:

The Contractor agrees that while providing on-site services at the DVH, Contractor will comply with facility policies and procedures. Within 30 days of the start date of the operations, Contractor will submit a policy and procedure manual to DVH for approval.

Quality Assurance Program:

The Contractor will recommend quality assurance monitoring programs and systems for the food service operation and delivery system. The Contractor will implement approved quality assurance program and provide quarterly written reports to the designated facility employee.

Reporting:

The Contractor will furnish monthly status reports to encompass the following areas: employee training, resident relations, status of Food Service Operations, nutrition analysis for cycle menus, equipment maintenance issues, equipment evaluation, summary of short- and long-term goals and accomplishments, and other reports as requested.

The Contractor may be asked to provide other reports as determined by the Administrator or Director of Operations.

Resident Meals:

The Contractor shall ensure there are no more than fourteen (14) hours between the dinner and breakfast meal. Contractor agrees that meals will be served at times mutually agreed upon between designated staff at the facility and the Contractor. Contractor further agrees that these times are subject to change and that

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adequate notice will be given to the Contractor.

The Contractor shall ensure the timely preparation and delivery of quality food. The Contractor shall prepare and serve three (3) hot meals, including beverages, and two (2) nutritious snacks per day, seven (7) days per week for each resident. The Contractor shall also prepare and serve resident family members for a predetermined and agreed upon fee.

The Contractor shall provide special healthy diets for residents of the DVH as required by physician's orders. This includes three (3) regular hot meals per day, including beverages, seven (7) days per week; two (2) nutritious snacks daily, seven (7) days per week and additional snacks as ordered by the physician; diets in accordance with physicians' orders, to include therapeutic diets (e.g. low sodium, low fat, low cholesterol, diabetic, renal), modified texture diets as defined according to facility standards with modified texture diets including mechanical soft, chopped, ground, and pureed, and nutritional supplements; and pre-thickened liquids to nectar, honey, and pudding consistencies with a variety of beverages. The Contractor shall provide special diets for residents of the DVH as required by physicians' orders and as noted above daily, regardless of weather conditions, staffing issues, or other variables.

The Contractor shall ensure all meals served meet State, Federal, and VA requirements and standards for recommended daily allowances, serving temperatures, and sanitation standards as applicable to the site. Contractor will make available a variety of sauces, condiments, creamer, sugar, and sugar substitute for use during meals.

The Contractor shall provide healthy occasion-appropriate food, beverages, and food service items for special events held at the DVH upon request and with the prior approval of the designated facility personnel. Special events include, but are not limited to, birthday parties for residents, living unit cookouts, holiday parties, luncheons, dances, etc. Holiday meals shall be appropriate to the holiday, and may include healthy holiday specific menu items, presentation, garnishment, holiday appropriate server accoutrements, and decorations. The DVH will have the option of contracting with another vendor for special occasion events.

The Contractor shall provide juices, puddings and other supplements for use by nursing staff during the medication administration process as prescribed by physician's order. These items will be provided to designated areas at the DVH on a routine basis in sufficient quantity.

The Contractor will provide healthy bagged breakfast, lunches and dinner for residents going on outings or appointments on a daily basis as required by the scheduling staff.

The Contractor will provide healthy cold meals for residents who miss regular meals through no fault of their own (i.e. late admission, doctor's appointments, etc), estimated 5 per day.

The Contractor shall have the capability of preparing any meal changes due to admissions or discharges up to one hour prior to serving time.

Resident Menu:

The Contractor shall, through research and surveys, and in conjunction with the designated facility person design and recommend changes to the facility's menu cycle, incorporating new menu offerings and offering choices of foods that are age appropriate, culturally appropriate, etc. in accordance with nutrition standards and customized to meet the unique needs and/or personal preferences of the residents.

All menus shall be approved by the facility registered dietitian. Portion control shall be applied by the contractor as part of the dietitian approved menu.

The Contractor shall develop a menu rotation that encompasses resident preferences and that complies with Federal nutritional recommendations. The menu shall include food items for therapeutic, specialized, regular

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and fortified diets to meet the needs of a geriatric population. The menu shall be developed for residents in collaboration with the designated staff to comply with applicable state and federal regulations. The menu shall provide nutritional, heart healthy meals in accordance with the nutrition standards to include provision of a wide range of special diets. There shall be a provision of nutritional supplements as prescribed by the physician which include oral supplementation, pre-thickened liquids, and enteral supplements

The contractor shall provide multiple week cycle menus, minimum of four and maximum of six week. Within each day's meals the contractor shall provide a range of choice for each resident. For a typical mid day or evening meal, for residents not on a restricted diet, the choices available to residents shall include a minimum of two healthy alternative choices each; main protein item, vegetable, starch/bread/carbohydrate, fruit, drink, and dessert. For breakfasts, meal choices shall include at least two alternate choices for each menu item e.g. for cereal choice of hot or cold, for carbohydrate choice of toast/biscuit/muffin, choice of fruit, etc. For residents dissatisfied with menu choices, the Contractor shall provide an acceptable healthy alternative, if the resident is on a restricted diet the alternative choice must be approved by the registered dietitian.

Contractor will provide menus on a weekly basis to the residential units to post on the units and to the facility designee to post on digital signage.

Supplies:

The Contractor will provide all sanitation products for use in meal serving areas at the included facilities. Use of non-disposable plates, glasses, eating utensils, and serving utensils at the DVH is expected. Use of disposable goods should be kept to a minimum as efforts are made to provide a home-like environment for the residents.

The Contractor will provide replacement or additional utensils and supplies utilized in the kitchen to cook and to serve in the dining area, including pots and pans, cooking utensils, serving pans, etc. including and equipment necessary to transport food while maintaining proper temperatures. The intent of the contract is that utensils and supplies owned by the state shall be used by the Contractor, but once consumed, lost, or no longer serviceable, they will be replaced by the contractor.

Software:

The Contractor shall use and maintain the license for the dietary and menu planning software. The software shall interface with the Delaware Veterans Home electronic medical record. The current software used by the Delaware Veterans Home is Meal Tracker and the electronic medical record is American Data – ECS.

Staff Appearance:

The Contractor will ensure that all food handlers are visually observed regularly throughout each shift to ensure that they are following established hygiene practices in the handling of food, including, but not limited to: wearing clean outer clothing, keeping fingernails short and clean, using hair nets or proper food serving caps, hand washing including using proper hand sanitizing agents, and reporting symptoms of infectious disease to the facility's Infection Control Nurse.

The Contractor will provide staff uniforms, gloves, hairnets, aprons, and all other necessary kitchen and dining room apparel in order to meet all applicable food service standards and codes. The Contractor shall provide uniforms that portray a professional appearance.

Staff Certification:

The Dietary Manager shall be a certified Dietary Manager as recognized by the Association of Nutrition and Food Service Professionals and a member of the Dietary Managers Association. The certification and membership must be maintained during the term of the contract.

The Registered Dietitian (**OPTIONAL**) shall be licensed in the State of Delaware and maintain the license during the term of the contract. The Dietitian must be registered by the Commission on Dietetic Registration of the American Dietetic Association.

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All kitchen and dining room staff shall be ServSafe certified. The staff certificates shall be maintained on site by the Contractor.

Staff Job Descriptions:

The Contractor will maintain at the DVH job descriptions for each position assigned to the kitchen and dining room. The Contractor shall include in the Dietary Manger job description, specific to the DVH that this position will meet with resident council and will work with interdisciplinary team with regard to all aspects of food service.

The Contractor shall include in the Registered Dietitian (OPTIONAL) job description, specific to DVH that this position attend interdisciplinary care plan meetings when required and will perform QA/QI tracking of significant weight changes, wounds, meal intake, resident meal satisfaction and supplement usage.

Staff Pre-Employment Screening and Testing:

Prior to employment, each prospective employee of the Contractor shall undergo, at the Contractor's expense, a pre-employment drug screening, a criminal background check, two work related reference checks , and a background check with the national registry of sex offenders. Any prospective employee not satisfactorily passing the drug screens/background checks will not be permitted to work at the DVH.

The Contractor shall provide to the Human Resources designee at the DVH a copy of the results of the drug screens/background checks for each prospective employee actually hired. The Human Resources designee will maintain the results in a confidential file. The DVH reserves the right to examine the results of pre-employment drug screenings/background checks of any of the Contractor's employees if the need arises.

Staff Scheduling:

The Contractor shall ensure that there are adequate numbers of managers, supervisors and food service workers to perform the daily operations in a 150 bed long term care facility dietary department. It is expected that management be on sight during the course of daily operations, on weekends, off-shifts, holidays and declared State of Emergencies.

Employees shall be scheduled to work the shifts necessary to provide meals during the week, weekends, and holidays and to transport prepared food to the residential units during the week, weekends, and holidays. At least one (1) supervisor employed by the Contractor must be on-site during meal preparation and food service.

There must be a manager/supervisor employed by the Contractor on call twenty-four (24) hours per day, seven days per week.

Staff Training:

The Contractor shall develop and implement educational programs and culinary training for food service personnel hired as employees of the Contractor. Training programs shall include: regular meetings to further on-going communication between management/administration and the residents/care givers and to promote a caring service attitude; food safety practices, portion control, new dietary guidelines, quality assurance, cooking and presentation, in-service training programs to develop a program to maximize the skills and talents of the food service staff; on-the-job training programs to improve employee performance relative to multiple tasks necessary for the functioning of the department; and new employee orientation at the facility; and employees of the Contractor will attend the appropriate sections of the facility's orientation and ongoing/annual training programs as requested by the administrator of the DVH.

The contractor may provide training to DVH staff at the request of the DVH Administrator, Director of Operations or Director of Nursing.

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Temperatures:

The Contractor will monitor food temperatures for each meal and each serving line by written logs to ensure the temperatures are maintained within acceptable temperature ranges.

The Contractor will monitor freezer and cooler temperatures by use of written logs on a daily basis to ensure the temperatures are maintained within the acceptable temperature ranges. The temperature logs will be maintained by the Contractor and made available when requested. In the event the temperature ranges are not adequate the Contractor will submit a maintenance help desk ticket. The DVH maintenance department will assess the equipment to determine cause of problem.