

REQUEST FOR PROPOSAL #PSC-0766

Sealed Proposals for the Delaware Energy Assistance Program (DEAP) for the Division of State Service Centers, Delaware Health and Social Services, Herman M. Holloway Sr. Campus, 1901 N. DuPont Highway, Charles Debnam Building, will be received by the Delaware Health and Social Services, Procurement Branch, Main Administration Building, Second Floor, Room #259, 1901 North DuPont Highway, Herman M. Holloway Sr. Campus, New Castle, Delaware 19720, until 11:00 a.m. local time, on **July 31, 2007**. At which time the proposals will be opened and read.

There will not be a pre-bid meeting. Questions may be submitted until 4:30 p.m. on July 6, 2007. A response will be given on July 12, 2007. For further information, please contact Leslie L. Lee at (302) 255-9681

All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT NUMBER (PSC-0766) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMINISTRATION BUILDING
2ND FLOOR, ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

The contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award." The letter must specify reasons for request.

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.



DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839



REQUEST FOR PROPOSAL NUMBER PSC-0766

FOR

DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)

FOR

STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF STATE SERVICE CENTERS
OFFICE OF COMMUNITY SERVICES
1901 N. DUPONT HIGHWAY
CHARLES DEBNAM BUILDING
NEW CASTLE, DELAWARE 19720

Mandatory Pre-Bid Meeting

Waived

Letter of Intent to Bid

In lieu of a Pre-Bid Meeting, a Letter of Intent to Bid must be mailed to the Division of State Service Centers, Office of Community Services, ATTN: Leslie L. Lee, at the address listed above, no later than July 6, 2007.

Proposal Date Due

July 31, 2007
11:00 A.M. LOCAL TIME

The Department of Delaware Health and Social Services does not discriminate in awarding program funds or providing services to participants on the basis of race, religion, sex, national origin, age, handicap or political affiliation.

REQUEST FOR PROPOSAL (RFP# PSC-0766)

Delaware Health and Social Services (DHSS) is requesting proposals to: operate the Delaware Energy Assistance Program (DEAP), which includes scheduling appointments, application intake, verification of income, data entry, certification, and reporting. In addition to client based services, Contractor will be expected to maintain contracts with fuel vendors, monitor prices, arrange payment and/or delivery of fuel, and effectively communicate with vendors on issues related to DEAP.

Two (2) signed originals and six (6) copies of the proposal, in accordance with the attached Request for Proposal, must be received on or before,

**July 31, 2007
11:00 A.M. LOCAL TIME**

**ALL PROPOSALS
MUST BE SENT TO THE ATTENTION OF:**

SANDRA SKELLEY, PROCUREMENT ADMINISTRATOR
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMINISTRATION BUILDING
2ND FLOOR, ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720

RFP Issue / Advertisement Date: June 25 and July 2, 2007

The Contact Person regarding this RFP is:

LESLIE L. LEE
Division of State Service Centers
Office of Community Services
1901 North DuPont Highway
Charles Debnam Building
New Castle, DE. 19720
Telephone: (302) 255-9681
Fax: (302) 255-4463
leslie.lee@state.de.us

The issuance of this Request for Proposal (RFP) neither commits the Delaware Department of Health and Social Services, Division of State Service Centers, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposal, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

TABLE OF CONTENTS

	<u>Page</u>
Introduction Pages, Division of Management Services	<u>1-8</u>
RFP Introduction Pages, Division of State Service Centers	<u>9-12</u>
I. BACKGROUND	<u>13</u>
II. PROJECT OVERVIEW	<u>14</u>
III. SCOPE OF WORK	<u>16</u>
IV. GENERAL TERMS AND CONDITIONS	<u>22</u>
V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS	<u>26</u>
VI. FORMAT AND CONTENTS OF BIDDER'S RESPONSE	<u>28</u>
VII. SPECIAL TERMS AND CONDITIONS	<u>32</u>
VIII. SELECTION PROCESS	<u>34</u>
IX. DHSS CONTRACT BOILERPLATE	<u>36</u>
X. FORMS	<u>43</u>

- Appendix A: Brief Letter of Interest
- Appendix B: Administrative Questionnaire
- Appendix C: Budget Form (Expense/Request/Cost Shared)
- Appendix D: Salary / Staff Position Form & Instructions
- Appendix E: Signature Form
- Appendix F: Certification Form
- Appendix G: Statement of Compliance Form
- Appendix H: OMWBE Self-Certification Tracking Form & Definitions
- Appendix I: Notification Form
- Appendix J: Bidder's Proposal Checklist

I. BACKGROUND

Delaware Health and Social Services (DHSS), the largest cabinet department, was created in 1970. Its mission is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. There are 12 divisions within DHSS plus the Office of the Secretary, which integrates the activities of separate divisions/units.

The Division of State Service Centers (DSSC) helps people in crisis find the information they need, when they need it most. This division focuses on assisting low-income or vulnerable individuals, families and communities in the State of Delaware through a statewide network of 14 State Service Centers and partnerships with community organizations. The mission of the Division of State Service Centers is to provide convenient access to human services, assist vulnerable populations, support communities, and promote volunteer and service opportunities.

The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow them to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homelessness prevention, and an array of support services to assist in creating more stable families and communities. The OCS also administers the Emergency Housing Assistance Fund (EHAF), one of the Special Funds listed annually within Delaware's tax form, based solely on taxpayer contributions. All OCS services are provided contractually through a statewide network of private, non-profit and community organizations.

OCS is the administering state agency for the federally funded Low-Income Home Energy Assistance Program (LIHEAP). Services are provided on a contractual basis with non-profit, community-based agencies.

II. PROJECT OVERVIEW

The Delaware Department of Health and Social Services, Division of State Service Centers, Office of Community Services (DHSS/DSSC/OCS) is seeking proposals from qualified agencies to provide services available under the Delaware Energy Assistance Program (DEAP). DEAP is the state name used to identify the federally funded Low-Income Home Energy Assistance Program (LIHEAP). DEAP is designed to help low-income households pay home heating and cooling costs. DSSC sub-contracts with non-profit agencies operating DEAP services. Services include fuel assistance, winter crisis assistance, application intake, summer electric assistance, purchase and installation of air conditioners, and funding for the Weatherization Assistance Program (WAP). Households qualify for DEAP services if their incomes are at or below 200% of the federal poverty level. Example: for a family of four, total household income cannot exceed \$41,300. This percentage may be reduced, depending on federal funding.

A. Description of Program

1. The Low-Income Home Energy Assistance Program (LIHEAP), Delaware Energy Assistance Program (DEAP) is a federally funded block grant. The federal grantor agency is the U.S. Department of Health and Human Services (HHS). The LIHEAP was established in 1981 to assist low-income families with disproportionately high heating bills.
2. The DEAP may be used to assist income eligible households with home heating and/or cooling costs.
3. HHS provides funds for the DEAP on an annual basis. Congress reauthorizes the program periodically for 3-5 year periods.
4. Funds are allocated based on a formula developed by HHS when the block grant format was initiated in FFY '81. The formula lumped states by weather regions according to heating degree-days and low-income population in their states.
5. Funding for Delaware is not known at this time, but we expect to receive approximately \$6 million for FFY '08.
6. States are allowed to use up to 10% of their total allocations for administrative expenses. Agencies submitting bids for the DEAP RFP will receive a contract for administrative costs only. Costs for actual benefits to clients are not included in the contract.
7. Delaware assisted more than 15,000 households with an average household benefit in the amount of \$350.
8. Delaware also administers a Summer Cooling Assistance Program (SCAP), which helps eligible families pay summer electric bills due to high cooling costs and provides delivery and installation of air conditioners to eligible families. Last summer, 344

households received air conditioners, and 10,000 households received help with summer electric bills.

9. Approximately thirty-three percent (33%) of households assisted had at least one elderly household member, and 5% had at least one person identified as disabled.
10. The primary sources of income for DEAP eligible households are social security and employment.

B. Description of DEAP Components

DEAP is made up of four (4) components. These programs are administered in the State of Delaware under the Department of Health and Social Services, Division of State Service Centers, Office of Community Services (DHSS/DSSC/OCS). DEAP is funded by the U.S. Department of Health and Human Services (HHS), and may also receive supplemental funding from the State of Delaware.

1. Fuel Assistance Program (FAP): Energy assistance to income eligible households during fall and winter months.
2. Emergency Crisis Intervention Program (ECIP): Supplemental energy assistance to income eligible households in crisis during winter months.
3. Summer Cooling Assistance Program (SCAP): This program has two components
 - Electric assistance; provides assistance to income eligible households with summer electric bills resulting from use of air conditioners.
 - Air conditioners; provides window air conditioning units to elderly and/or disabled households or those households with members whose health problems are eased by air conditioning.
4. Weatherization Assistance Program (WAP): Funding and application intake for agencies to provide energy efficiency improvements in the homes of low income families.

DEAP is a statewide program made up of four (4) separate components, however Bidders may apply to administer the program in the following manner:

- Statewide; all programs
- By County (one or two counties); all programs
- By Program; (FAP, ECIP, SCAP only) or a combination of the above
- By County-By Program; FAP (New Castle County), SCAP (Sussex County), ECIP (Kent County) or any combination of programs and counties.

III. SCOPE OF WORK

Please read the information in this section very carefully. After you have absorbed this information, a Work Plan should be developed by your agency and submitted with the RFP as the Scope of Work. It is important that this Scope of Work include all the elements of DEAP along with the following:

- Bidder's Narrative: A narrative containing history, mission, and description of services provided to clients, experience in working with low-income persons, special points of interest, recent major accomplishments, and any additional information that could enhance the proposal.
- Timeline: A timeline of activities from 10/15/07 – 10/14/08 must be included in the Proposal.
- Plans: Describe in detail, plans for carrying out each of the 4 components of DEAP, as listed and further described in this section:
 - ❑ Fuel Assistance Program (FAP)
 - ❑ Energy Crisis Intervention Program (ECIP)
 - ❑ Summer Cooling Assistance Program (SCAP)
 - ❑ Weatherization Assistance Program (WAP)
- Subcontracts: Contractor agency is required to maintain contracts with participating fuel vendors. DSSC/OCS will provide a boilerplate contract for these subcontractors. Describe how your agency will set-up and maintain vendor contracts.
- References: Name, address, phone numbers and email address (if applicable) of at least two organizations you may have provided similar work for in the past; primarily contractual agreements to provide services to low-income clients. If no similar project has been conducted, other projects requiring comparable skills may be cited.
- Other: Any additional information that should be detailed or could enhance the Bidder's proposal.

A. Activities

The Bidder must describe in detail the plan to perform and carry out in a satisfactory manner as determined by DHSS/DSSC/OCS, in accordance with the Federal Fiscal Year (FFY) 2008 Low-Income Home Energy Assistance Program (LIHEAP) State Plan, Fuel Assistance Program (FAP) Operations Manual, DHSS/DSSC/OCS policies and procedures, and applicable federal and state laws and regulations, the following activities:

1. Carry out the entire application process from the period 10/15/07 – 10/14/08, including intake, data entry, certification, and record keeping of applicants for FAP, WAP, ECIP, SCAP, and any other client services offered by the DEAP.
2. Subcontract with vendors (fuel, utilities, retail air conditioners, etc.) to provide client services, and obtain documentation on vendors providing DEAP services.

3. Make payments to vendors and to clients when applicable.
4. Provide outreach to DEAP applicants by coordinating satellite centers with some or all of the 14 State Service Centers.
5. Provide coordination and referral services with related agencies.
6. Notify clients of their right to a fair hearing.
7. The Bidder shall acknowledge funding support from DHSS/DSSC/OCS when providing public information on Contract services.

B. DEAP Components

This section includes details to assist the Bidder with complexity of knowledge required to administer DEAP.

1. FUEL ASSISTANCE PROGRAM (FAP):

The FAP is the major component of DEAP. Please describe your agency's plans for staff training, scheduling appointments, interviews and application intake with clients, certifying income and other documentation, and notifying clients of eligibility. The Scope of Work submitted by the bidder should include the following:

a. Staff Training:

Ensures that all personnel are fully trained and equipped to handle their particular job function. Training may be scheduled by function; such as intake, certification, payments, clerical, and telephone.

- 1) Background and intent of LIHEAP
 - a) Funding sources
 - b) Program services
 - c) Identify specific goals of the DEAP
 - d) Role of the Contractor
 - e) Timelines and service projections
- 2) Program regulations and the LIHEAP law
- 3) Eligibility and income documentation requirements
 - a) Required documents from clients
 - b) Benefit charts
- 4) Income calculation
 - a) Acceptable income documentation
 - b) Household members required to produce income documentation
 - c) Three (3) month calculation versus twelve (12) month calculation

- d) Transferring income information to application in clear, precise form
- e) Completing the income calculation worksheet
- f) Special Problems
 - 1. Boarders
 - 2. Adult children living with parents – no support
 - 3. Zero (-0-) income status
 - 4. Declaration of income form
 - 5. Gross income versus net income
 - 6. Cross reference (adults with different last names in household)
 - 7. Subsidized housing (heat-in-rent vs. tenants responsible for paying own heat) tenants
 - 8. Add-on members
 - 9. Cash income, sporadic work

- 5) Fuel related topics
 - a) Heat included in rent
 - b) Metered bill problems, i.e. different bill name, incorrect heating code, etc.
 - c) How to handle two (2) sources of heat

- 6) Types of DEAP payments and payment procedures

- 7) Interviewing techniques
 - a) Emphasis on professionalism, courtesy, sensitivity, speed, and accuracy
 - b) How to handle the abusive, inebriated or hostile applicant
 - c) Scheduling of interviews
 - d) Agency referral list
 - e) Vendor list

- 8) Weatherization Assistance Program (WAP)
 - a) Intake
 - b) Information / Education

- 9) Miscellaneous Topics
 - a) In-house procedures, policies, etc.
 - b) How to handle energy crisis cases
 - c) How to set up applicant files
 - d) Pending applications
 - e) Signatures
 - f) How to handle inquiry calls (e.g., Is application approved? What is my benefit balance? Have you paid my bill?)
 - g) Review of entire in-house process and review of all forms.

- 10) Computer Operations (see separate section C, page 21)

b. Mail-in Application Procedure

The “mail-in” application offers priority services to prior year applicants whose original applications were completed through a face- to-face interview, and also are seniors (60+) or individuals with disabilities, by allowing them to request DEAP services through the mail. It alleviates the need for seniors and individuals with disabilities to arrange for transportation to the Contractor agency office.

The mail-in application data form utilized is abbreviated and standardized. Each year, prior year applicant files involving senior citizen and/or households with persons with disabilities are reviewed for determination of status (mailer vs. office interview). During the summer, application data forms are mailed to the homes of potentially eligible clients. Upon their return to the Contractor agency office, applications are entered into the computer as updates and certified for eligibility.

Exceptions: If a household is eligible for classification as a mailer, either by age or disability, but has non-fixed (or flexible) income or additional family members living in the household, then the household may be required to make an appointment for an office interview.

2. ENERGY CRISIS INTERVENTION PROGRAM (ECIP):

- a. A standardized, separate application form is completed. Unlike the application data form, this form lists monthly expenses whether paid or unpaid, in an effort to decide cash flow status.
- b. Households must provide the following information when requesting crisis assistance:
 - 1) Utility Customers – Client must have a past due bill, be disconnected or have a disconnect notice.
 - 2) Fuel oil, kerosene, wood, coal, propane – Household member must be able to verify last delivery or pickup of fuel from vendor. If applicant is unable to verify that the household is out of fuel, the local administering agency staff person contacts the vendor for information.
 - 3) Proof of expenses either paid in the last 30 days (i.e., paid or unpaid receipts, utility bills, medical bills, etc.) or requiring immediate payment. This information is used to assist the Contractor agency in establishing that the household is currently without sufficient financial resources within the next 48 hours that could be utilized to alleviate the crisis for that household.
 - 4) In addition to this financial assessment, the Contractor agency must also determine:

- a) Current weather conditions, or the weather conditions forecast for the next 24 to 48 hours, be such that they pose a threat to the health or safety of one or more members of the household if heating is not provided to the household during these weather conditions.
 - b) Crisis funds are available.
- 5) If a household has not previously been certified, then the Contractor agency worker will expedite the regular FAP benefit. If the household has already been certified, then the Contractor agency will proceed to the next step.
 - 6) The Contractor agency worker will call the vendor to arrange for a fuel delivery or, in the case of electric or metered gas, will inform the vendor that a specific dollar amount is committed and will be paid within sixty (60) days.
 - 7) Upon verbal notification by the Contractor agency that a LIHEAP eligible applicant is out of fuel, the vendor agrees to make a delivery to that household within 48 hours **or within 18 hours if the household is in a life-threatening situation.**

3. SUMMER COOLING ASSISTANCE PROGRAM (SCAP):

The SCAP helps low-income households pay summer electric bills and to purchase and install room sized air conditioners for use in eligible households to assist with cooling.

There are two components to the SCAP:

- Purchase and installation of room sized air conditioners
 - Payment of a portion of summer electric bills.
- a) Air Conditioners: Households will be eligible if:
 - 1) They meet income guidelines
 - 2) AND household member is aged 60 years or more, OR
 - 3) Household has disabled member, OR
 - 4) Someone in household produces a note from a doctor saying air conditioner is medically beneficiary to client's health (i.e., asthma, emphysema, lung diseases)
 - b) Distribution:
 - 1) Room sized air conditioners will be purchased by DSSC and will be installed at no cost to household, OR

2) Under special circumstances, client may request to pick up air conditioner from specified vendors.

c) Summer Electric Bills

1) Eligible households will receive a benefit paid directly to the electricity vendor.

Note: Eligibility requirements for SCAP are subject to change based on available funding.

4. WEATHERIZATION ASSISTANCE PROGRAM (WAP):

The DEAP does not provide services under the WAP, however the DEAP administering agency is responsible for application intake and certification of households. A question is included on the DEAP application asking clients if they are interested in Weatherization services. If the answer is yes, the intake worker marks the application. When the application is processed via computer, this information will be transferred to a database that produces the WAP waiting list.

C. Computer Processing

DSSC/OCS requires the Contractor agency to process DEAP applications through the computer software, CAP Systems Inc. / CAPTAIN Software (CAPS), used by DSSC/OCS. This system is accessible via internet, which requires the Contractor agency to have an IP address. DSSC/OCS will provide computer equipment and access to software. CAPTAIN Software is used to input applications electronically, and to track and report on demographics, on a regular basis. The bidder awarded a contract with DHSS/DSSC/OCS through this RFP will receive training in the CAPTAIN Software program. Bidder must state willingness to have staff complete CAPTAIN Software program.

D. Terms of Funding

Bidders that receive funding through this RFP will be awarded a contract for State Fiscal Year (SFY) 2008 with the DHSS/DSSC/OCS, beginning October 15, 2007 through October 14, 2008. Funding decisions and contract amounts are subject to availability of funds in the grant. All bidders should be aware that they are not guaranteed to receive the full level of funding requested.

IV. GENERAL TERMS AND CONDITIONS

A. Mandatory Insurance Requirements – (If awarded a contract)

1. The Contractor shall maintain such insurance as will protect against claims under Worker’s Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The applicant is an independent Contractor and is not an employee of the State.
2. During the term of this contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:
 - a) Comprehensive General Liability \$1,000,000
and
 - b) Medical/Professional Liability \$1,000,000/ \$3,000,000
or
 - c) Misc. Errors and Omissions \$1,000,000/ \$3,000,000
or
 - d) Product Liability \$1,000,000/ \$3,000,000

The Contactor must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the Contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/ \$300,000
- f) Automotive Property Damage (to others) \$25,000

3. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death which may result from the Contractor’s performance under the contract, and any other liability for damages for which the vendor is required to indemnify the State, the Department and the Division under any provision of the contract.
4. The policies required must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property Damage insurance to protect against claims arising from the performance of the Contractor and the Contractor’s subcontractors under the contract, and Medical/Professional Liability coverage when applicable.
5. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. **The certificate shall identify the Department and the Division as the “Certificate Holder” and shall be valid for the Contract’s period of performance.**

A. Composition of Contract

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. The State will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State of Delaware.

The component parts of the contract between the State of Delaware and the Contractor selected from the evaluation of responses to this RFP shall consist of:

1. The Delaware contract signed by all parties, including the DHSS contract boilerplate, and any subsequent amendments to that document;
2. The RFP, inclusive of appendices and exhibits;
3. Any amendments to the RFP; and
4. The Contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

The **order of precedence** among the contract components shall be, first, the contract for professional services, second, the RFP and any amendments to it; third, the Contractor's proposal, including any clarifications requested and incorporated therein by the State of Delaware.

In the event of any conflict between the terms and provisions of the Delaware contract resulting from this RFP and other documents executed preliminary to construction of the contract, the terms and provisions of the contract shall prevail over conflicting terms and provisions in other documents.

B. Department Responsibilities

1. The Department of Health and Social Service will retain ultimate decision-making authority required to ensure contracted services are provided.
2. The OCS will be responsible for providing the guidance necessary for the Contractor(s) to provide services. The OCS will take all reasonable steps to facilitate Contractor tasks, as well as, serve as a resource to the Contractor.
3. Policy Decisions - The Department of Health and Social Services retains final authority for policy decisions.

C. Contractor Responsibilities

The Contractor will be responsible for all products and/or services as required by the RFP and described in the Scope of Work. Subcontractors, if any, must be clearly identified in the proposal. Approval of all subcontractors must be obtained by DHSS/DSSC/OCS.

D. Subcontracting

Contractor may not enter into any subcontract for any portion of proposed services to be provided without obtaining prior written approval of the Department of Health and Social Services. If a subcontractor is to be used, the specifics of the subcontract must be included within the proposal, along with the identity of the subcontractor, service or services to be provided, and appropriate qualifications to perform such services. Oversight and performance of any subcontractor is the responsibility of the Contractor.

Subcontractors will be held to the same requirements as the primary Contractor. The contract with the prime Contractor will bind subcontractors to the prime Contractor by the terms, specifications and standards of the Scope of Work and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Contractor under the Scope of Work with respect to the services to be performed by the subcontractor, so that the subcontractor will not prejudice such rights. Nothing in the Scope of Work shall create any contractual relation between any subcontractor and the Contractor.

E. Contract Monitoring

The Contractor will be monitored from time to time throughout the duration of the contract for both fiscal and program compliance. Contract monitoring will include review of payments, client records, subcontracts and Scope of Work, and may be either by site visit or through reports. Failure of the Contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract. Subcontractors will be held to the same requirements as the primary Contractor.

F. Reporting Requirements and Payment

DHSS/DSSC/OCS will authorize and process for payment each invoice within thirty (30) days after the date of receipt. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this contract and the Department is not responsible for such costs.

G. Contract Termination Conditions

The Department may terminate the contract(s) resulting from this request at any time that the Contractor fails to carry out the provisions of the proposal or make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the Contractor with thirty (30) days written notice of conditions endangering performance. If, after such notice, the Contractor fails to remedy the conditions contained in the notice, the Department shall issue the Contractor an order to stop work immediately and deliver all work in progress to the State.

H. Option to Renew

The DSSC/OCS retains the option to renew and continue the contract of any approved Contractor for nine (9) additional years, for a total contract / service period of ten (10) years. The decision to renew and continue the contract will be based upon the Contractor's performance in meeting the objectives in the Scope of Work and compliance with DHSS/DSSC/OCS program policies and procedures. If DSSC/OCS exercises the option to renew and continue the contract, DSSC/OCS will notify the Contractor to provide any additional required documentation, and the renewal contract will be awarded by the beginning of the new program year. Any unforeseen circumstances, including but not limited to termination of an agency's contract or substantial changes in funding, will warrant the issuance of another RFP, at which time all Contractors will be notified.

V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Letter of Intent to Bid

All agencies that intend to submit a bid or proposal **must** send a Letter of Intent to Bid, via regular mail or email to the RFP contact person, Leslie L. Lee (see below, Section D), by **July 6, 2007**. The Letter of Intent to Bid should be brief and contain this RFP Number, PSC-0766, your agency's name, address, contact person, and Federal Identification Number.

B. Number of Copies Required

All proposals must be labeled with this RFP Number, **PSC-0766** on the outside. If this number is omitted, your proposal will be immediately rejected. Bidders must **submit two (2) signed originals and six (6) copies** of your response to this Request for Proposal to:

Sandra Skelley, Procurement Administrator
Delaware Health and Social Services
Procurement Branch
Main Administration Building
2ND Floor, Room #259
1901 North DuPont Highway
New Castle, Delaware 19720

Proposals should be typed, doubled-spaced on 8 ½ x 11 paper, each page numbered, and each section of the **proposal must be tabbed**. Proposals must be clipped, **not stapled**, do not bind in any other way. The 2 originals (required signature pages in ink) must be clearly identified by the words "ORIGINAL COPY" on the outside cover.

C. Closing Date

All responses must be received by: **July 31, 2007, 11:00A.M.** Late submission is cause for disqualification. **DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY**. Delivery is the sole responsibility of the Bidder. Proposals are to be delivered or sent to the Procurement Administrator at the address specified above. Proposals submitted by mail shall be sent by either certified or registered mail. No late proposals will be accepted. No individual exception to this deadline will be granted. Any proposal received after the specified date and time shall not be considered and shall be returned unopened. The Bidder bears the risk of delays in delivery. The Division reserves the right to extend the time and place for the opening of bids/proposals from that described above, of not less than five calendar days. Notice would be submitted by certified mail to those Bidders that obtained copies of the RFP document.

D. Questions

All questions concerning this RFP **must** be in writing and can be mailed, faxed or emailed to the contact person: Leslie L. Lee, Division of State Service Centers, Office of Community Services, 1901 North DuPont Highway, Charles Debnam Building, New Castle, DE. 19720; Telephone: (302) 255-9681; Fax: (302) 255-4463; leslie.lee@state.de.us. Deadline for

submission of all questions is 4:30pm on **July 6, 2007**. Written responses will be faxed or emailed to Bidder no later than 4:30pm on July 12, 2007. The complete list of questions and their answers will then be posted on the Internet and available for review by all Bidders at www.state.de.us/dhss/rfp/dhssrfp.htm .

VI. FORMAT AND CONTENTS OF BIDDER'S RESPONSE

Proposals must be typed, double-spaced, on 8 ½ x 11 paper, and each page numbered. Proposals must be bound by clips only, **no staples**, do not bind in any other way. All sections must contain an **index tab**, which may be lettered or numbered.

Proposals must contain the following information, adhering to the order as shown. **Unless otherwise specified, all Bidders must provide all documentation that follows.**

A. Brief Letter of Interest

Found in Appendix A; to be used as **cover page** of proposal.

B. Table of Contents

Each proposal must include a Table of Contents with page numbers (in accordance with tabulation) for each of the required components of the proposal. This will aid both the Bidder and Review Team to determine that all necessary information is included in the proposal package.

C. Certificate of Insurance

Attach a copy of your current Certificate of Liability Insurance form from the insurance company that indicates the amount of insurance and effective dates of coverage.

D. Certificate of Incorporation

This document must be included in ALL proposals (the two original proposals for the Procurement Administrator and the six additional copies), **unless Bidder currently holds a contract with DSSC/OCS**, in which a tabbed page must be inserted in all proposal copies stating, "Document on File."

E. Tax Exempt Status Documentation and/or Business License

Bidder's 501(c)(3) status. This document must be included in ALL proposals (the two original proposals for the Procurement Administrator and the six additional copies), **unless Bidder currently holds a contract with DSSC/OCS**, in which a tabbed page must be inserted in all proposal copies stating, "Document on File." Business License must be attached, if applicable.

F. Current Board of Directors Roster

Indicating names, addresses, terms of office and designated officers.

G. Organizational Chart

Showing all staff positions, please do not include employee names.

H. Scope of Work / Work Plan

Refer to Section III “Scope of Work” of this RFP document; Bidders must submit a Scope of Work / Work Plan including:

- Bidder’s Narrative: A narrative containing history, mission, and description of services provided to clients, experience in working with low-income persons, special points of interest, recent major accomplishments, and any additional information that could enhance the proposal.
- Timeline: A timeline of activities from 10/15/07 – 10/14/08 must be included in the Proposal.
- Plans: Describe in detail, plans for carrying out each of the 4 components of DEAP. The Bidder must describe in detail the plan to perform and carry out in a satisfactory manner as determined by the DHSS/DSSC/OCS, in accordance with the Federal Fiscal Year (FFY) 2008 Low-Income Home Energy Assistance Program (LIHEAP) State Plan, Fuel Assistance Program (FAP) Operations Manual, DHSS/DSSC/OCS policies and procedures, and applicable federal and state laws and regulations, the following activities:
 - ❑ Fuel Assistance Program (FAP)
 - ❑ Energy Crisis Intervention Program (ECIP)
 - ❑ Summer Cooling Assistance Program (SCAP)
 - ❑ Weatherization Assistance Program (WAP)
- Subcontracts: Contractor agency is required to maintain contracts with participating fuel vendors. OCS will provide a boilerplate contract for these subcontractors. Describe how your agency will set-up and maintain vendor contracts.
- References: Name, address, phone numbers and email address (if applicable) of at least two organizations you may have provided similar work for in the past; primarily contractual agreements to provide services to low-income clients. If no similar project has been conducted, other projects requiring comparable skills may be cited.
- Other: Any additional information that should be detailed or could enhance the Bidder’s proposal.

I. Forms

All other forms can be found as Appendices attached to this RFP. The forms must be completed and/or signed by the applicant’s authorized representative and included in the back portion of your proposal under Forms. (NOTE: Failure to provide all information and signatures on applicable forms may be grounds for disqualification.)

1. Administrative Questionnaire: Found in Appendix B of this RFP; must be completed and signed by Bidder's authorized staff member.
2. Budget Forms:
 - Expense / Request / Cost Shared Form: Found in Appendix C; complete each column with applicable cost figures.
3. Salary / Staff Position Form: Found in Appendix D, to be completed by County or Statewide in accordance with the instructions. The specific individuals who will work directly on this project must be identified, along with the nature and extent of their involvement. The qualifications of those specific individuals need to be presented (resumes and/or job descriptions must be attached). Personnel should be identified by position and **not by name**.
4. Signature Form: Found in Appendix E; authorized staff member must complete and sign this form for general information regarding Bidder.
5. Certification Form: Found in Appendix F; authorized staff member must complete and sign.
6. Statement of Compliance Form: Found in Appendix G; to assure that Bidder will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.
7. OMWBE Self-Certification Tracking Form: Found in Appendix H; Office of Minority and Women Business Enterprise, complete **only if applicable**.
8. Notification Form: Found in Appendix I. Bidder shall **list all Contracts awarded to it or its predecessor firm(s) by the State of Delaware** during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Proposal Review Team may consider these as additional references and may contact each of these sources. Information regarding Bidder's performance gathered from these sources may be included in the Review Team's deliberations and factored into the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal.
9. Bidder's Proposal Checklist: Found in Appendix J. Bidder may use as an aid in determining if all RFP provisions have been met.

J. Annual Report

Most recent copy, submitted to the Board of Directors showing year-to-date revenues and expenditures. Due to the size of some agency's Annual Reports, we are asking that only ONE (1) copy be supplied. Please label clearly "OCS COPY."

K. Agency Audit

Provide a copy of the audit for the Bidder's last fiscal year performed by an independent Certified Public Accounting firm. The audit must include a statement that addresses the existence of financial controls adequate to provide reasonable assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are recorded properly to permit preparation of financial statements in accordance with generally accepted accounting principles. If the audit shows findings and recommendations that call for follow-up action, the Bidder must include documentation of steps taken to comply with the audit findings / recommendations. Due to the size of some agency's Audits, we are asking that only one (1) copy be supplied. Please label clearly "OCS COPY."

VII. SPECIAL TERMS AND CONDITIONS

A. Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the Bidder. The State will not divulge the specific content of any proposal to the extent that the Bidder(s) identity(ies) would be disclosed. This information is privileged and confidential.

B. Acceptance of Bids

The Department of Health and Social Services (DHSS) reserves the right to accept or reject any or all proposals or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints.

C. Reserved Rights

Notwithstanding anything to the contrary, DHSS reserves the right to:

1. Reject any and all proposals received in response to this concept-planning document.
2. Waive or modify any information, irregularities, or inconsistencies in proposals received.
3. Negotiate as to any aspect of the proposal with any applicant and negotiate with more than one Bidder at the same time.
4. If negotiations fail to result in an agreement within two (2) weeks, the Division of State Service Centers may terminate negotiations and select the next most responsive and responsible Bidder.

D. Investigation of Contractor's Qualifications

DHSS may make such investigations as it deems necessary to determine the ability of the Bidder to furnish the required services, and the Bidder shall furnish such data as DHSS may request for this purpose.

E. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract(s) and will become binding upon the successful Bidders. If the Bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiations at the discretion of the State.

F. Proposal and Final Contract

The content of each proposal will be considered binding on the Bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in proposal shall remain fixed and valid for 150 days after the proposal due date.

G. Amendments to Proposals

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

H. Cost of Proposal Preparation

All costs of proposal preparation will be borne by the Bidder.

I. Notification of Award

Notification of the award will be made in writing to all Bidders by approximately August 15, 2007 (tentative).

J. Debriefing

If an Bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator as addressed above on page 2 of this RFP, within 10 (ten) days after receipt of the "Notice of Award." The letter must specify reasons for this request.

K. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u>EVENT</u>	<u>DATE</u>
RFP advertisement and issuance	<u>June 25 and July 2, 2007</u>
Vendor questions and Letter of Intent to Bid due	<u>July 6, 2007, 4:30 p.m.</u>
Questions answered by OCS	<u>July 12, 2007, 4:30 p.m.</u>
Proposals Due / Bid Opening	<u>July 31, 2007, 11:00 a.m.</u>

Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, Room 259.

Administrative Review of Proposals Begins	<u>August 1, 2007</u>
Evaluation Meeting and Selection Process	<u>August 8, 2007 (tentative)</u>
Issue Notification of Awards	<u>August 15, 2007 (tentative)</u>
Sign Contracts (all parties)	<u>September 17, 2007</u>
Contract Start Date	<u>October 15, 2007</u>

VIII. SELECTION PROCESS

The DSSC/OCS may, at its discretion, request presentation by or a meeting with any or all Bidders to clarify or document information submitted in proposals. DSSC/OCS also reserves the right to make awards without further discussion of proposals submitted.

All proposals submitted in response to this RFP will be reviewed by a Proposal Review Team. The Division retains the right to accept more than one qualified proposal. Recommendations regarding the award of contracts will be made to the OCS Administrator and the DSSC Division Director. Oral reviews may be requested by the Review Team or Director after closing and before contract award. The final selection of a Contractor or Contractors will be made by the OCS Administrator with the approval of the Division Director, based upon the recommendation of the Proposal Review Team.

A. Basis of Award

The DSSC/OCS shall award the contract to the most responsible and responsive Bidder who best meets the terms and conditions of the proposal. The award will be made on the strength of the overall proposal, with special emphasis on the Scope of Work and Budget, and prior history of service capability.

The DSSC/OCS reserves the right to reject any or all proposals in whole or in part, to make multiple awards or partial awards, whichever may be most advantageous to the State of Delaware.

B. Proposal Evaluation Criteria

The following factors will be considered in determining funding levels awarded to the Bidder(s) that meet RFP requirements:

<u>Category</u>	<u>Points</u>
Meets Mandatory RFP Provisions (A "Fail" will immediately disqualify the proposal)	Pass/Fail
Scope of Work	35
Budget	25
Organization, Staff Qualifications and Experience	15
Computer Knowledge and Adaptability	15
<u>Services to Elderly and Disabled Persons</u>	<u>10</u>
Total	100

C. Note Regarding Project Cost

The DSSC/OCS reserves the right to award this project to a Bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each Bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Proposal Review Team, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

D. Disqualification

Proposals will be disqualified from further consideration if any of the following occur:

1. The proposal is not received by the due date specified in this RFP.
2. The proposal is missing any required documentation as specified in this RFP.
3. The proposal does not follow the specified format.
4. The proposal contains information that is false or incomplete.
5. The proposal is not legible.

IX. DHSS CONTRACT BOILERPLATE

This Section includes the standard boilerplate contract for the State of Delaware, Department of Health and Social Services. This boilerplate takes precedence over all other elements of proposals submitted to include appendices. The Contractor should review and specify any objections or comments in the proposal.

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

	a) Comprehensive General Liability	\$1,000,000
and	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.

10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.

15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:
 - Appendix A - Divisional Requirements
 - Appendix B - Services Description
 - Appendix C - Contract Budget
 - Appendix
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from

the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$_____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or

conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor’s procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: “Laws Regulating the Conduct of Officers and Employees of the State,” and in particular with Section 5805 (d): “Post Employment Restrictions.”
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

For the Contractor:

Name

Title

Date:

For the Department:

Vincent P. Meconi
Secretary, DHSS

Date

For the Division:

Director

Date

REQUEST FOR PROPOSAL (RFP)

PSC-0766

DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)

SECTION X.

FORMS



*Delaware Health
And Social Services*

DIVISION OF STATE SERVICE CENTERS

Appendix A

BRIEF LETTER OF INTEREST

PSC-0766

Ms. Sandra Skelley, Procurement Administrator
Division of Management Services
Procurement Branch
Department of Health and Social Services
Herman M. Holloway / DHSS Campus
1901 N. DuPont Highway
Main Building, 2nd Floor, Room 259
New Castle, DE 19720

Dear Ms. Skelley:

Please consider this letter as a brief Letter of Interest to submit a proposal for PSC-0766, due date JULY 31, 2007.

Agency Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Federal Identification Number: _____

Date: _____

Division of State Service Centers
Office of Community Services
Administrative Questionnaire

1. Agency's legal name: _____
2. Other names or acronyms used by your organization: _____

3. Year your agency was incorporated: _____
4. Federal Identification Number (E.I. Number used on payroll returns and government records): _____
5. Dates of Agency's Fiscal Year: _____
6. Agency operating budget for the current fiscal year: \$ _____
7. Total number of staff positions in your agency: _____
8. Number of fiscal staff positions in your agency: _____

Please attach an Agency Organizational Chart to this questionnaire.

9. Address of management office to send checks and correspondence:

10. Chief Executive Officer's name, title, and phone number:

11. Chief Fiscal Officer's name, position title and phone **OR** name, address and phone of Contracted accounting service provider:

12. How many signatures are required to authorize agency disbursements? _____
List the names and titles of persons authorized to sign checks and engage in financial transactions for the agency: _____

13. Are there limits to the authority for persons authorized to sign checks or obligate the agency financially? ____ Yes ____ No

If so, what restrictions exist?

14. Method of Accounting; circle all that apply:

- | | | |
|--------|-----------|------------------------------|
| Cash | Accrual | Modified Accrual |
| Manual | Automated | Combination Manual/Automated |

15. Provide the name of insurer and the amount of coverage for the following:

Comprehensive General Liability	_____	\$ _____
Automotive Liability (Bodily Injury)	_____	\$ _____
Automotive Property Damage (to others)	_____	\$ _____

Note: Certificates of Insurance will be required prior to Contracting

16. Are purchasing procedures in writing and available for review?
____ Yes ____ No

17. Does each program have its own separate set of financial records?
____ Yes ____ No

If not, how are revenues and expenditures segregated and identified?

18. What method does your agency use to allocate costs among its sources of support? If your agency has a federally approved indirect cost rate, indicate the agency that granted approval, the rate approved, and the time frame for which the rate applies. Attach a copy of the latest Nonprofit Rate Agreement.

TECHNICAL CAPACITY:

19. Number of computers used by agency staff to record program information and/or statistics:_____
20. Name of software program used by your staff for word processing:_____
21. Name of software program(s) used by your staff for data collection:_____
22. Number of computers used by your agency's fiscal unit:_____
23. Name of financial software program used by your fiscal staff:_____

BUDGET FORM

DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)

Agency Name: _____

Date: _____

DESCRIPTION	BUDGET Requested from DSSC/OCS	Combined Other Support
SALARIES & OTHER EMPLOYMENT COSTS		
Salaries		
Pensions		
Health Insurance		
Workmen's Compensation		
FICA		
Unemployment Compensation		
Other Benefits		
TOTAL		
TRAVEL		
Mileage		
Common Carrier		
Meals		
Lodging		
Other Travel		
TOTAL		
CONTRACTUAL COSTS		
Professional Services		
Accountants / Audit Fees		
Postage & Freight		
Utilities: Telephone / Fax		
Utilities: Water & Sewer		
Utilities: Electricity		
Utilities: Gas (Natural & Propane)		
Utilities: Heating Fuels		
Insurance: Building		
Insurance: Motor Vehicle		
Insurance: Liability, etc.		
Rent / Mortgage: Building		
Rental/Maintenance: Equipment		

DESCRIPTION	BUDGET Amount Requested from DSSC/OCS	Combined Other Support
(continued from previous page)		
Maintenance: Motor Vehicles		
Maintenance: Building, Property		
Printing & Binding		
Advertising		
Association Dues & Conference Fees		
Professional Services		
Office Supplies		
Food		
Janitorial		
Educational/Cultural Publications		
Motor Vehicle Gasoline		
Motor Vehicle Supplies		
Other Supplies & Materials		
TOTAL		
CAPITAL OUTLAY		
INDIRECT COSTS		
SUBCONTRACTED SERVICES		
REPORT TOTAL (pages 1 & 2)		

SALARY / STAFF POSITION FORM

DELAWARE ENERGY ASSISTANCE PROGRAM (DEAP)

Agency Name: _____ Date: _____

Position Title: _____

Function: _____

Scheduled Hours: _____

Annual Salary: \$ _____ Requested Support Amount: \$ _____

Position Title: _____

Function: _____

Scheduled Hours: _____

Annual Salary: \$ _____ Requested Support Amount: \$ _____

Position Title: _____

Function: _____

Scheduled Hours: _____

Annual Salary: \$ _____ Requested Support Amount: \$ _____

Please copy this form and add additional pages as needed.

INSTRUCTIONS FOR SALARY / STAFF POSITION FORM

Position Title:

List the position titles for all staff that will be involved in this project. Do not list employee names.

Function:

List the primary function performed by the position.

Scheduled Hours:

List the days and hours scheduled for each position.

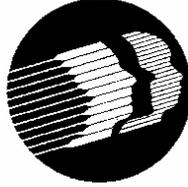
Annual Salary:

List the annual estimated salary / wages for each position.

Requested Support Amount:

List the dollar amount of the annual estimated salary / wages to be supported by DSSC/OCS funds requested in this proposal.

Please copy the form and add additional pages as needed.



**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES**

SIGNATURE FORM

Name of Applicant Agency _____
Signature of Authorized Person _____
Type in Name of Authorized Person _____
Title of Authorized Person _____
Street Name/Number _____
City, State, and Zip Code _____
Contact Person _____
Telephone Number _____
Fax Number _____
Date _____
Applicant's Federal Employers Identification No. _____
Delivery Day/Completion Time _____
F.O.B. (N/A) _____
Terms (N/A) _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR

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



DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

STATEMENT OF COMPLIANCE FORM

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

_____ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware Laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature _____

Print Name _____

Title _____

Date _____



**OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-
CERTIFICATION TRACKING FORM**

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____
NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____
SIGNATURE _____
COMPANY ADDRESS _____
TELEPHONE # _____
FAX # _____
EMAIL ADDRESS _____
FEDERAL EI# _____
STATE OF DE BUSINESS LIC# _____

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, Delaware Health and Social Services.

Organization Classifications (Please circle)
Women Business Enterprise (WBE) Yes/No
Minority Business Enterprise (MBE) Yes/No
Please check one---Corporation _____
Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____
NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____
CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

Notification Form

The following is a list of all Contracts awarded by the State of Delaware during the last three (3) years to _____:
(Agency Name or Predecessor Firm)

1. Contract Award from: _____
(Department/Division)

Contract Period: _____ to _____ Contract Amount: _____

Division Contact Person: _____

Address: _____

Phone Number: _____

2. Contract Award from: _____
(Department/Division)

Contract Period: _____ to _____ Contract Amount: _____

Division Contact Person: _____

Address: _____

Phone Number: _____

3. Contract Award from: _____
(Department/Division)

Contract Period: _____ to _____ Contract Amount: _____

Division Contact Person: _____

Address: _____

Phone Number: _____

ADD ADDITIONAL PAGES AS NEEDED.

BIDDER'S PROPOSAL CHECKLIST

- _____ Letter of Intent to Bid to Leslie L. Lee (Due July 6, 2007)

- _____ Tabbed Proposal: 2 Originals and 6 Copies including all information below;
(Due July 31, 2007)

- _____ Brief Letter of Interest, use as Cover Sheet (Appendix A)
- _____ Table of Contents
- _____ Certificate of Insurance
- _____ Certificate of Incorporation
- _____ Tax Exempt Status Document and/or State Business License
- _____ Current Board of Directors Roster
- _____ Organizational Chart
- _____ Scope of Work: Bidder's Narrative, Timeline, Plans, Subcontracts,
References, Other Information
- _____ Administrative Questionnaire (Appendix B)
- _____ Budget Form (Appendix C)
- _____ Salary / Staff Position Form (Appendix D)
- _____ Signature Form (Appendix E)
- _____ Certification Form (Appendix F)
- _____ Statement of Compliance Form (Appendix G)
- _____ OMWBE Self-Certification Tracking Form, if applicable (Appendix H)
- _____ Notification Form (Appendix I)
- _____ Annual Report, one copy only
- _____ Agency Audit, one copy only

