



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF
MANAGEMENT SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSCO-(#778)

FOR

CARS FOR CAREERS PROGRAM

FOR

**THE DIVISION OF SOCIAL SERVICES
1901 N. DUPONT HWY.
LEWIS BUILDING
P.O. BOX 906
NEW CASTLE DE 19720**

Deposit
Performance Bond

Waived
Waived

**Date Due: September 17, 2007
11:00 A.M. LOCAL TIME**

Mandatory Pre-bid Meeting: August 20, 2007, 9:30 A.M.
Herman Holloway Campus
Main Building – Room 198
1901 N Dupont Highway
New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the mandatory pre bid meeting. However, there is a 15 minute grace period allowed for bidders who may arrive late due to unusual circumstances. No proposals will be accepted from bidders who either did not attend the Mandatory Pre-Bid Meeting or who are MORE than 15 minutes late.

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
PROCUREMENT BRANCH
HERMAN M. HOLLOWAY SR.CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720

REQUEST FOR PROPOSALS (PSCO#778)

Sealed proposals for the Cars for Careers Program for the Division of Social Services, Delaware Health and Social Services, Herman M Holloway Campus, 1901 N. DuPont Highway, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, South Loop, Main Administration Building, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 A.M. local time, on September 17, 2007** at which time they will be opened, read and recorded.

Two original and ten copies of the proposal, in accordance with the attached request for proposals, must be received on or before

September 17, 2007; 11:00 A.M. LOCAL TIME

ALL PROPOSALS MUST BE SENT TO THE ATTENTION OF:

Sandra Skelley, Procurement Administrator
Division of Management Services
Department of Health and Social Services
Herman M. Holloway Sr., Campus
1901 North DuPont Highway
Main Building, Second Floor, Room 259
New Castle, DE 19720

RFP Issue Date: **August 6, 2007**

Mandatory Pre-bid Meeting: **August 20, 2007, 9:30 A.M.**
Herman Holloway Campus
Main Building – Room 198
1901 N Dupont Highway
New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the mandatory pre bid meeting. However, there is a 15 minute grace period allowed for bidders who may arrive late due to unusual circumstances. No proposals will be accepted from bidders who either did not attend the Mandatory Pre-Bid Meeting or who are MORE than 15 minutes late.

All inquiries regarding this matter should be directed to:

Ray Fitzgerald
Executive Assistant, Director's Office
1901 N Dupont Highway, Lewis Building
P.O. Box 906
New Castle, DE 19720
Phone: (302) 255-9645
Fax: (302) 255-4433

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.

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

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.

FOR FURTHER BIDDING INFORMATION, PLEASE CONTACT:

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

The contract(s) 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.

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."

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Any other additional appendices can contain other forms or information that the Program Manager will require in aid of providing quality services.

I. Introduction

a. Background

The Department of Health and Social Services (DHSS) administers state and federally funded assistance programs for Delaware's needy citizens. Within the Department, the Division of Social Services (DSS) is directly responsible for these programs, which include TANF (Welfare), Food Stamps, Medicaid, General Assistance, Subsidized Child Care, and Employment and Training and Refugee Resettlement Assistance.

b. Project Overview

The Division of Social Services is seeking a Vendor that possesses the knowledge, experience and expertise to provide administrative oversight to the "Cars for Careers Program". This program primarily serves clients who reside in Kent and Sussex Counties. Vehicles are to be procured by the Selected Vendor, purchased and made available to TANF clients who will ultimately own the vehicle after one year as long as they have abided by their contract. DSS may, at its sole discretion, subsequently renew the contract four (4) times, subject to funding authority and satisfactory performance, for terms of up to one (1) year each. This option to renew shall be exercisable solely and exclusively by DSS.

c. Project Goals

The DSS mission is to provide an integrated system of opportunities, services and income supports that enables recipients to develop self-sufficiency and achieve and maintain independence. The primary objective of the Cars for Careers Program is to have a greater number of TANF clients achieve and/or retain employment, for lengthier periods of time that might not otherwise do so due to a lack of transportation.

II. Scope of Services

The professional services to be provided by the Selected Vendor under this Agreement include, but are not necessarily limited to the following:

a. Vehicle Procurement

Safe, mechanically sound and reliable vehicles in good repair may be procured from a variety of sources that include, but are not limited to, State Fleet Services, private industry and private citizens that meet the following criteria:

- The cost of the vehicles should not exceed \$6,000;
- Model year of the vehicles should be 10 years or less relative to the current calendar year and have less than 100,000 miles unless vehicle is obtained through Delaware's Fleet Services; &

- SUV's, Trucks and/or 8 cylinder vehicles are discouraged because of fuel cost considerations;

Fleet Service vehicles are available for purchase two times per year (May & October) prior to the State's public auctions (reference chapter 70, Sale of State-owned Material, Section 7002, Public auction and/or disposal of state-owned property). The Selected Vendor may procure fleet vehicles directly from Fleet Services. Upon receipt of vehicles, the Selected Vendor will prepare and submit an invoice to include: Make, Model, Year, Odometer Reading and vehicle condition and price. The invoice is to be mailed to the Division for reimbursement to the Selected Vendor. The Selected Vendor may purchase vehicles without DSS final review as long as the purchase price is within 10% of the Kelly Blue Book value.

The Selected Vendor is to actively seek and authorized to receive vehicles donated for the benefit of TANF clients participating in the Cars for Career Program from private industry and private citizens. The Selected Vendor will notify the Division, in writing, upon receipt of a donated vehicle. The Selected Vendor must possess the capability to issue a tax credit for all donated vehicles.

Vehicles may be purchased from private industry or individuals by the Selected Vendor at a reasonable cost determined and agreed to by the Division and Selected Vendor. The Selected Vendor shall submit a written quote from the vehicle owner/seller listing the Make, Model, Year, Odometer Reading and vehicle condition and price.

The Selected Vendor will maintain a lien on the vehicle for the duration of the contract with the client or until the end of this agreement. Upon successful completion of the client's contract requirements, the Selected Vendor will remove the lien from the vehicle. The TANF client will retain the title and ownership of the vehicle without further support of the Selected Vendor or the Division.

The cost to repossess vehicles may be recouped through this contract at a cost of \$375.00 per vehicle.

b. Vehicle Repair

The Selected Vendor is responsible for coordinating and/or assisting the client with vehicle repairs during the first year. The Selected Vendor will secure reliable, least costly repair services from local vendors. The Selected Vendor will arrange for towing service and rental vehicle as necessary to support the clients work schedule. When authorizing repairs, the Selected Vendor is to consider the cost of the repairs in comparison to the value of the vehicle (repairs not to exceed 50% of the vehicle value).

Routine service such as oil changes and wiper replacement is the responsibility of the client. However, under extenuating circumstance, routine service cost may be funded using the client monthly payment account.

The Division of Social Services will reimburse the Selected Vendor for vehicle repairs. The Selected Vendor will submit an invoice to the Division to include: Client Name, Address, MCI#, Vehicle description (year, make, model), original vendor receipt for payment of repair and an explanation of the repair service.

c. Vehicle Insurance

The TANF client will provide the Selected Vendor with three quotes for minimum vehicle insurance as required by State law. The insurance company with the lowest quote will be selected. Upon selection of the insurance company, the Selected Vendor will process the insurance payment directly to the insurance agency. Payments may be made monthly or quarterly, but total payments made on behalf of the client may not exceed a six-month period. The Selected Vendor will be listed on the insurance policy for notification of non-renewal.

The Selected Vendor will submit an invoice to the Division to include: Client Name, Address, MCI#, Insurance Company, coverage period and billed amount. The invoice is to be sent to the Division of Social Services for reimbursement for insurance payments made by the Selected Vendor in accordance with the terms of this contract payment. The Division of Social Services will reimburse the Selected Vendor for insurance payments made on behalf of the TANF Client.

d. Vehicle Title, Tags & Registration

The Division of Social Services will reimburse the Selected Vendor for payments made for obtaining the vehicle title, standard tags and registration. The Division will not pay any late fees or penalties. The Selected Vendor will submit an invoice to the Division to include: Client Name, Address, MCI# and Division of Motor Vehicle receipts for payments made.

e. Defensive Driving

The Division of Social Services will reimburse the Selected Vendor for payments made for the client's successful completion of a state recognized/authorized Defensive Driving Course by the TANF client participating in the Cars for Career Program. The Selected Vendor will submit an invoice to the Division to include: Client Name, Address, MCI# and receipt for payment of course.

f. Payment

The Selected Vendor shall submit one consolidated invoice per month to include all expenses incurred by the Selected Vendor during the month. The monthly invoices will provide a listing that shows the client and vehicle associated with each expense billed to the Division. Administrative expenses are to be listed separately.

g. Client Nomination:

The E & T Selected Vendors will nominate clients by completing the Client Profile form and attaching a copy of the client's DMV record. Clients must meet the following eligibility criteria at the time of application for the Cars for Career program. The client profile will be provided to the Cars for Career Selected Vendor with a copy to DSS. Criteria for such qualifications include the following:

- Must not currently own a motor vehicle or have access to reliable transportation;
- Must not have access to public transportation;
- Must be a current TANF recipient or be currently engaged with an E & T Selected Vendor;
- Must have a valid driver's license or be eligible for a valid driver's license and may not have more than three points. A copy of the clients DMV record must be attached to the client profile form;
- Must have no history of DUI conviction;
- Must be employed at least 30 hours per week or have a bona fide offer of employment of at least 30 hours per week and be unable to accept due to a lack of transportation;
- Must have sufficient income to support vehicle ownership when the budget is completed with Selected Vendor; and
- Income limit is 200% of poverty.

E & T Selected Vendors will follow the client profile requirements, and from that will prepare a one-paragraph synopsis on each client. This synopsis will be forwarded to the Cars for Career Selected Vendor with a copy to DSS.

h. Selected Vendor Responsibilities:

The selected vendor will designate a staff member who will be responsible for the coordination and monitoring of the clients participating in the Cars for Career program. This staff member will represent the Selected Vendor at monthly meetings.

The selected vendor must prepare and maintain an implementation work plan that includes all the activities required to begin operations successfully under this contract. The work plan must be sufficiently detailed to enable DSS to be satisfied that the work is to be performed in logical sequence, in a timely manner, and with an efficient use of resources. Each activity listed in the work plan must include a description of the task, a scheduled start date, and a scheduled completion date.

No later than 60 days after the contract is awarded, the Selected Vendor shall provide a turnover plan to DSS for approval. The plan shall include:

Proposed approach to turnover, in paragraph form, along with a work plan, including the task and timeline schedule for the turnover;

Provide to DSS all current, updated and accurate reference files, and all other records as will be required by DSS to perform ongoing tasks related to the Cars for Career program.

Submit to DSS any inventory of training manuals, operational procedures manuals, brochures and all other written materials in support of this RFP/Contract.

Upon receipt of the client profile form from the E&T Selected Vendor or DSS, the Selected Vendor will determine the eligibility of the client for the Cars for Career program. The Selected Vendor will document the process used to support their determination. The determination is to be completed within two weeks of receipt of the

client profile form. Simultaneously, the Selected Vendor will provide written notice of the determination with supporting documentation to the referring E&T Selected Vendor and DSS.

The selected vendor will provide a written report of the eligibility status for each client to the referring E&T Selected Vendor and DSS within two weeks of receipt of the client profile form.

Client's will be selected based on a first come (date on Client Profile Form) first eligible bases.

Procures and receives vehicles: The Selected Vendor will purchase a minimum of 6 vehicles per contract year. Procured vehicles will be delivered to the approved clients within 10 days. Contingent upon the availability of funds, additional vehicles may be obtained.

Provides basic vehicle maintenance training to client.

Ensures client attends Defense Driving Class within 90 days of receipt of a vehicle.

Monitors client:

- Initiate monthly contact with E&T Selected Vendor to verify clients continued employment;
- Verifies client has registered with Transportation Management Association (TMA) and if requested provides rideshare with other TANF clients;
- Develops and Coordinates a written process should the vehicle need to be repossessed. Initiates and manages the repossession process.
- Holds lien to vehicle for one year. Then, with successful completion of program, turns ownership of vehicle over to client.
- Verifies the clients driving record by obtaining a second DMV record after the client completes six months in the program.

Coordinates budget with client to determine monthly fee to be paid towards the ownership of the vehicle. The monthly fee shall not exceed \$50.00.

Establishes an account to receive and record monthly payments from client. This account will be maintained in the Selected Vendors name. Funds from this account may be used to defray routine vehicle repair expenses that are the responsibility of the client. At the sole discretion of DSS, funds from the client monthly payment account may be used for other related expenses in support of the Cars for Career program.

The Selected Vendor will submit a comprehensive accounting of this account to the Division on a quarterly basis. The document will include: Clients name, MCI#, monthly payment from client, amount credited, Vendor's Name and paid amount. All funds remaining in the account at the end of the contract period will revert to the Division or be applied to the final invoice for Administrative Cost at the discretion of the Division.

- If the client becomes disengaged from the E&T Selected Vendor during the one year vehicle contract, the Selected Vendor will monitor to assure the client remains employed.

- Maintains and documents monthly contact with the client to assure client contract compliance and general maintenance of vehicle.
- Provides DSS with a written client status report every 3 months. This report will delineate the current status of the clients; employment, educational, housing, related areas and any other events that impact the client's success in the program. The report will also contain the client's current status with their E&T Selected Vendor and a list of support services (food stamps, cash assistance, childcare, Medicaid) provided by DSS.

i. TANF Client Responsibilities:

- Must follow profile as referenced above under Client Nomination.
- All clients receiving a vehicle will sign a contract agreeing to the following provisions:
 - i. Must remain employed for one year. If terminated through no fault of their own, will regain employment within 60 days or will return the vehicle and forfeit possible ownership;
 - ii. If terminated by their own fault will return vehicle and forfeit possible ownership;
 - iii. Must register and cooperate with TMA for one year;
 - iv. Must provide a copy of DMV record to the Selected Vendor six months after receipt of vehicle.
 - v. Must attend credit counseling, budgeting and other life skills classes as recommended by the Selected Vendor;
 - vi. Must successfully complete a Defensive Drivers Class within 90 days of receipt of vehicle;
 - vii. Must provide three quotes for insurance and maintain coverage according to the minimum Delaware standards;
 - viii. Must sign an agreement with the Selected Vendor that the vehicle is necessary for work and to hold the Selected Vendor harmless for vehicle condition or possible ensuing vehicle accident;
 - ix. Must maintain vehicle with regard to cleanliness and general maintenance (oil changes, wiper replacement, etc.);
 - x. Must communicate with Selected Vendor, on a timely basis, any changes with employment, residence, phone number and/or problems with the vehicle; and

- xi. Must pay monthly budgeted amount to Selected Vendor as agreed upon in the client budget developed by the Selected Vendor. Clients who fail to make monthly payments may forfeit vehicle.
- xii. Must not receive a DUI conviction during the one year vehicle contract period. If a DUI conviction is received, the vehicle will be forfeited immediately and returned to the Selected Vendor.

j. General Terms and Conditions

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 Selected Vendor selected from the evaluation of responses to this RFP shall consist of:

- The Delaware contract signed by all parties, including the DHSS contract boilerplate, and any subsequent amendments to that document;
- The RFP, inclusive of appendices and exhibits;
- Any amendments to the RFP; and
- The Selected Vendor'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; and third, the Selected Vendor'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.

III. SPECIAL TERMS AND CONDITIONS

Length of Contract

Contract period will be from October 1, 2007 to September 30, 2008. This contract may be extended on a yearly basis for 4 years following September 30, 2008 upon the agreement of all parties, the availability of funds and that there be no additional price considerations.

One Vendor to be selected

This bid will be awarded to provide services in Kent and Sussex Counties.

Subcontractors

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided and its' qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the prime contractor will bind sub or co-contractors to the prime contractor by the terms, specifications and standards of the concept planning document and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under the concept planning document and any with respect to the services to be performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the concept planning document shall create any contractual relation between any sub or co-contractor and the Agency.

Funding disclaimer clause

The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event the State determines that state or federal funds are no longer available to continue the contract.

Reserved Rights

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

- Reject any and all proposals received in response to this concept planning document.
- Select a proposal other than the one with the lowest cost.
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time;
- If negotiations fail to result in an agreement within two (2) weeks, the Division of Social Services may terminate negotiations and select the next most responsive and responsible bidder, re-advertise, prepare and release a

new concept planning document, or take such other action as the Department may deem appropriate.

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. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the contractor may be terminated on a date prior to the end of the contract period without penalty to either party.

The 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 either party without cause upon thirty (30) calendar days' written notice to the other party, unless a longer period is specified.
- c.

Contract Monitoring

The contractor will be monitored on a regular basis throughout the duration of the contract. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

Method of Payment

Services will be compensated for based on pay for performance basis. Invoices are to be submitted monthly for services completed in the preceding month.

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

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.

IV. FORMAT AND CONTENTS OF BIDDER RESPONSE

Proposals should contain the following information, adhering to the order as shown.

Title Page

The Title Page shall include:

- ◆ The RFP PSC # and subject
- ◆ The name of the applicant
- ◆ The applicant's full address
- ◆ The applicant's telephone number
- ◆ The name and title of the designated contact person
- ◆ The bid opening date (state the date and time)

Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page numbers.

Qualifications and Experience

This section should contain sufficient information to demonstrate the organization's experience and staff expertise to carry out the project. A statement must be included that the organization either has or certifies it will secure a Delaware Business License prior to initiation of the project.

An organizational chart, company history and past performance must be included.

The specific professional individuals who will work directly on this program must be identified, along with the nature and extent of their involvement. The qualifications of those specific individuals need to be presented (resumes or other formats). Job descriptions are also required.

This section should not be longer than two pages. Organizational chart, resumes, and job descriptions may be considered an attachment and not part of the two-page limit.

Bidder References

The names and telephone numbers of at least three agencies/organizations for whom the organization carried out a similar project must be included. If no similar project has been conducted, other projects requiring comparable skills may be cited.

The 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 the paragraph may be grounds for immediate rejection of the bid/termination of the contract (if awarded).

Proposed Methodology

This section should describe in detail the approach that will be taken to carry out the tasks listed in the Scope of Work. Specific completion dates for various tasks and subtasks must be shown in the work plan. The work plan shall outline specific objectives, activities, strategies and resources.

The Proposed Methodology should not exceed 12 pages.

Budget Proposal Format

The projected cost should be detailed using a line item budget format (agency can include budget form as an appendix).

The bidder should describe any factors that may have an impact on the contract cost and should provide a suggested payment schedule, contingent upon completion of various project tasks/performance achieved.

Forms

The *Bidders Signature Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification).

The *Certification Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification.)

The *Statement of Compliance Form* must be signed by the appropriate authorized representative and included in the back portion of the submitted proposal, to assure that he/she 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.

The *standard boilerplate contract for the State of Delaware, Delaware Health and Social Services* is included as an appendix to the Request for Proposal. This boilerplate contract must be signed. This boilerplate takes precedence over all other elements of proposals submitted to include appendices. The bidder should review and specify any objections or comments in the proposal.

Appendices (if any)

V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Number of copies

Required: Two (2) signed originals and ten (10) copies of your response (the following inclusion is optional, at the program manager's discretion – as well as two (2) CD's with the entire Proposal Volume included as a single file in both Adobe PDF and MS Word formats. MPP and other special format files included in the proposal are also to be saved separately on the CD's so they can be viewed in their native software format. Include a directory document in MS Word format that includes a listing of all files included on the CD. This "CD Directory.doc" file shall contain each file name, short descriptive title and native software name. The second CD shall be a copy of the first, and all copies and CD's) as well as the signed originals and ten (10) copies shall be submitted to:

Sandra Skelley, Procurement Administrator
Division of Management Services
Department of Health and Social Services
1901 North DuPont Highway
Main Building, Second Floor, Room 259
New Castle, DE 19720

Proposals should be typed double-spaced on 8 1/2 x 11 paper, each page numbered, and each section of the proposal must be tabbed.

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the 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.

Closing Date

All responses must be received by no later than: **September 17, 2007, 11:00 A.M.**

Late submission is cause for disqualification. **DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.**

Notification of Acceptance

Notification of acceptance will be made in writing to all bidders.

Questions

All questions must be submitted in writing at the pre-bid meeting.

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 identities would be disclosed. The content is privileged and confidential.

Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

Acceptance of Bids

DHSS reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to the concept planning document.

Investigation of Bidding Contractor's Qualifications

DHSS may make such investigation 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.

Request for Proposal and Final Contract

The contents of the Request for Proposal will be incorporated into the final contract(s) and will become binding upon the successful bidder(s). 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 negotiation at the discretion of the State.

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 the proposal shall remain fixed and valid for 150 days after the proposal due date.

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 bidders submitting proposals.

Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidder agency.

Proposed Timetable

The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement.

EVENT	DATE
RFP advertisement and issuance	August 6, 2007 & August 13, 2007
Mandatory Pre-bid Meeting All bidders who wish to bid on this proposal must be present on time at the mandatory pre bid meeting. However, there is a 15 minute grace period allowed for bidders who may arrive late due to unusual circumstances. No proposals will be accepted from bidders who either did not attend the Mandatory Pre-Bid Meeting or who are MORE than 15 minutes late.	August 20, 2007, 9:30 A.M. Herman Holloway Campus Main Building – Room 198 1901 N Dupont Highway New Castle, DE 19720
Questions must be received in writing no later than:	N/A
Responses to questions will be answered no later than:	August 27, 2007
Bid Opening	September 17, 2007, 11:00 A.M.
<i>Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on: (Date and time).</i>	
Selection Process	September 20, 2007 (tentative)
Negotiations (if necessary)	September 24, 2007 (tentative)
Issue Award Notices	September 26, 2007 (tentative)
Sign Contract(s)	September 28, 2007 (tentative)

Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VI. SELECTION PROCESS

All proposals submitted in response to this Request for Proposal will be reviewed by a neutral, qualified, professional Selection Committee composed of the project coordinator and other appropriate Division representatives. The Selection Committee will review, score and rank each applicant's proposal. Upon completion of its review, the Committee shall make recommendations for award(s) based on the scoring process. The final selection of a CONTRACTOR or CONTRACTORS will be made by the Director of the Division of Social Services, based upon the recommendations of the Selection Committee. If necessary, oral reviews/ negotiations may be requested. **(NOTE: It is highly recommended that higher funded contracts have an oral presentation incorporated into the evaluation process. While somewhat time consuming, oral presentations give the evaluation committee members greater criteria for ensuring the best possible bidder is awarded the contract.)**

Proposal Evaluation Criteria

Each proposal will be rated against review criteria corresponding to the items outlined below. Points will be awarded to each area: **(EXAMPLE ONLY- you will assign points based on your priority levels and will identify your own definitions of the criteria. Usually the first criterion listed is always present[*]).**

<u>CRITERIA</u>	<u>Assigned Points</u>
Bidder's Experience and Expertise	25
Capacity to Meet Requirements	30
Proposed Methodology	30
Cost	15
Total	100

Proposals submitted will be objectively reviewed against the following specific scoring criteria:

Criterion A Bidder's Experience and Expertise (Total 25 points)

The bidder must demonstrate sufficient background and experience in providing the services requested.

Personnel Questions

- ◆ What level of experience do the individuals assigned to the project have or what other experience that may be similar?
- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?

Firm Questions

- ◆ Has the firm demonstrated experience in performing similar services on time/with good results and within budget?
- ◆ How successful is the general history of the firm regarding services and/or completion of projects?

Criterion B Capacity to Meet Requirements (Total 30 Points)

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?
- ◆ Has the bidder demonstrated that they understand the expected outcomes?
- ◆ Has the bidder demonstrated that they understand the state's timetable and can meet it?

Criterion C Proposed Methodology (Total 30 pts.)

- ◆ Proposed services fit RFP needs.
- ◆ Does the methodology depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology match and contribute to achieving the RFP goals?
- ◆ Does the methodology full address requirements and capabilities of the RFP Scope of Services?

Criterion D Cost (Total 15 Points)

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
 - Total costs
 - Staffing costs
 - Travel costs
- ◆ Follows budget guidelines.
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ How reasonable are the firm's cost estimates?

Notification to all Bidders

Bidders 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 & telephone number), period of performance and amount of contract. The Selection Committee will consider these as additional references and will contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in to 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.

Upon selection of a contractor, a Division of Social Services representative(s) will enter into negotiations with the bidder to establish a contract.

Note Regarding Project Cost

The Department 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 Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

F O R M S
(To be completed, signed and included in the proposal package)



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

BIDDERS SIGNATURE FORM

Name of Bidder _____
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 _____
Bidder's Federal Employers Identification No. _____
Delivery Day/Completion Time _____
F.O.B. _____
Terms _____

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.



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

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 proposer 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



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Statement of Compliance Form

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

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

Authorized Signature _____
Title _____
Date _____



**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) 739-1965



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 October 1, 2007 and terminate on September 30, 2008 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 D - Memorandum #46

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 5/23/97), 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

Date

For the Division:

Director

Date

Waiver of Insurance Coverage

Background

The Department's new standard contract boilerplate contains a set of updated clauses relating to the type and amounts of insurance coverage required of contractors/vendors that do business with the Department. These clauses were developed with the input and guidance of the Attorney General's Office and the State Office of Risk Management.

In certain instances, the cost of obtaining such insurance coverage, although nominal, may cause an undo burden to the contractor/vendor and jeopardize the ability of the Department to complete the agreement.

In such cases, the affected Division Director may request a waiver of the insurance coverage amounts, using the following procedure. This waiver process is for the coverage limits only. As in the past, all contractors must maintain general and liability coverage, or submit to the Division proof of sufficient assets for self-insurance. The Department will not waive the requirement for insurance or self-insurance under any circumstances.

Procedure

- 1) During the contract negotiating process, should a potential vendor voice concern that the required insurance coverage amounts will cause them to withdraw from consideration, the Division shall request the vendor to submit the following information in writing:
 - a description of its current insurance type and coverage amount,
 - a quote from its insurance provider of choice for a policy that will meet the minimum requirements of the contract. This quote shall be on the insurance carrier's corporate letterhead.,
 - a statement as to why the required coverage amounts are burdensome.
- 2) The Division Director will then submit a request to waive the Department's insurance coverage amounts to the Director, Division of Management Services.

This request shall contain the following information:

- information from the vendor and its insurance carrier gathered as part of Step #1 above,
- a statement describing the type of service to be provided under the proposed agreement, the frequency of delivery, the location of service delivery,
- the period of performance of the proposed agreement,

- any other information regarding the proposed agreement that will enable the Office of Risk Management to make an informed judgment on the waiver request.
- 3) The waiver request will be reviewed by the Division of Management Services and forwarded to the State Office of Risk Assessment for an opinion.
 - 4) The decision of the Office of Risk Assessment will be returned to the Division of Management Services, which will in turn, inform the requesting Division.
 - 5) It is expected this process will take approximately five working days once the waiver request has been submitted to the Division of Management Services with all the required information.

Divisional Requirements

1. The Contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request for Proposal PSC# 0577.
2. The Contractor must maintain documentation, as identified in the RFP to support all payment claims submitted to and paid by the Division of Social Services (DSS) (The Division).
3. The Contractor agrees to submit monthly, quarterly, and annual program performance reports, as well as other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the Contractor fails to comply with these requirements.
4. The Contractor's fiscal records and accounts, including those involving other programs that may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
5. The Contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
6. The Contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program.
7. The Contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
8. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.
9. The Contractor will provide the program coordinator (i.e. name as provided on the Certificate of Insurance, in the Certificate Holder location) with copy of insurance held and will provide copy of it when there is any change in status to policy.



DELAWARE HEALTH AND SOCIAL SERVICES

POLICY MEMORANDUM NUMBER 46 (Replaces 5/27/87)

REVISED 5/5/97

SUBJECT: STANDARDIZED REPORTING AND INVESTIGATION OF SUSPECTED ABUSE, NEGLECT, MISTREATMENT, MISAPPROPRIATION OF PROPERTY, AND SIGNIFICANT INJURY OF RESIDENTS/CLIENTS RECEIVING SERVICES IN RESIDENTIAL FACILITIES AND DAY PROGRAMS OPERATED BY OR FOR DHSS

I. PURPOSE

- A. To protect the right of residents/clients of Delaware Health and Social Services (DHSS) facilities and day programs to be free from abuse, neglect, mistreatment, misappropriation of property or significant injury.
- B. To require that each Division that has residential or day programs establish standardized written procedures for the reporting, investigation and follow-up of all incidents involving suspected resident/client abuse, neglect, mistreatment, misappropriation of property or significant injury.
- C. To require that all DHSS long-term care residential facilities comply with The Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law (Attachments I and II); and that all Medicaid- and/or Medicare-certified long-term care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) comply with the federal regulations (42 CFR) and State Operations Manual for such facilities.
- D. To require that all DHSS residential facilities and day programs comply with all applicable state and federal statutes, rules and regulations pertaining to suspected abuse, neglect, mistreatment, misappropriation of property or significant injury.

II. SCOPE

A. This policy applies to anyone receiving services in any residential facility or day program operated by or for any DHSS Division, excluding any facilities/programs in which the only DHSS contract is with the DHSS Division of Social Services Medicaid Program.

B. This policy is not intended to replace additional obligations under federal and/or state laws, rules and regulations.

III. DEFINITIONS

A. Abuse shall mean:

- a. Physical abuse - the unnecessary infliction of pain or injury to a resident or client. This includes, but is not limited to, hitting, kicking, pinching, slapping, pulling hair or any sexual molestation.
- b. Emotional abuse - ridiculing or demeaning a resident or client, cursing or making derogatory remarks towards a resident or client, or threatening to inflict physical or emotional harm to a resident or client.

B. Neglect shall mean:

- a. Lack of attention to the physical needs of the resident or client including, but not limited to, toileting, bathing, meals, and safety.
- b. Failure to report client or resident health problems or changes in health problems or changes in health condition to an immediate supervisor or nurse.
- c. Failure to carry out a prescribed treatment plan for a resident or client.

C. Mistreatment shall mean the inappropriate use of medications, isolation, or physical or chemical restraints on or of a resident or client.

D. Misappropriation of Property shall mean theft of resident/client money or property; use of resident/client money or property without permission of the resident/client or guardian; acceptance by staff of resident/client money or property regardless of permission; and mishandling of resident/client money or property.

E. Significant Injury is one which is life threatening or causes severe disfigurement or significant impairment of bodily organ(s) or function(s) which cannot be justified on the basis of medical diagnosis or through internal investigation.

F. Day Programs are those which provide supervised care and structured activities several hours a day on a regularly scheduled basis. Day programs shall also include mental health and alcohol and drug outpatient treatment services provided by or for DHSS.

G. Residential Facility shall include any facility operated by or for DHSS which provides supervised residential services.

H. Long-Term Care Facility is any facility operated by or for DHSS which provides long-term care residential services and the Delaware Psychiatric Center.

I. High managerial agent is an officer of a facility or any other agent in a position of comparable authority with respect to the formulation of the policy of the facility or the supervision in a managerial capacity of subordinate employees.

IV. RESPONSIBILITIES

A. The Director, or his/her designee, of each Division covered by this policy is hereby designated as an official DHSS designee under the State Mandatory Patient Abuse Reporting Law.

B. Each Division will develop written procedures consistent with the standards contained in this policy and which will be activated immediately upon discovery of any suspected abuse, neglect, mistreatment, misappropriation of property or significant injury. These procedures must clearly outline the reporting chain from the witness to the Division Director, and other appropriate parties, to require the expedient relay of information within the required time frames.

C. These standardized procedures shall apply whether the significant injury, suspected abuse, neglect, mistreatment or misappropriation of property may have been caused by a staff member of the residential facility or day program, or by any other person, whether on or off the grounds of the residential facility or day program. When there is suspicion of facility/program negligence, client-to-client incidents shall also be reported.

D. The standardized procedures shall be approved by the appropriate Division Director prior to implementation. The Division Director or designee shall forward a copy of the approved procedures to the Office of the Secretary, and other appropriate agencies, including the Division of Management Services.

E. Each Division will require that the standards established in this policy are incorporated in all divisional residential and day program operational procedures and all residential and day program contracts. Each Division shall require that all consumers and providers of these programs be informed of their specific rights and responsibilities as defined in the Division's written procedures.

F. Each Division shall require that all levels of management understand their responsibilities and obligations for taking and documenting appropriate corrective action.

G. Each Division shall require appropriate training of all staff and contract providers in the PM 46 policy and procedures. Such training shall also include

the laws prohibiting intimidation of witnesses and victims (11 Del. C., sections 3532 through 3534) and tampering with a witness or physical evidence (11 Del. C., sections 1261 through 1263 and section 1269).

H. Each Division shall develop quality assurance/improvement mechanisms to monitor and oversee the implementation of the PM 46 policy and procedures. Each Division shall forward a quality assurance/improvement report to the Secretary's Office for review on a quarterly basis.

V. STANDARDS/PROCEDURES

Standard and consistent implementation of this Department policy is required. Each Division's written procedures shall include the following:

A. Employee(s) of the residential facility or day program, or anyone who provides services to residents/clients of the facility or program, who have reasonable cause to believe that a resident/client has been abused, mistreated, neglected, has had property misappropriated or has received a significant injury shall:

1. Take actions to assure that the resident(s)/client(s) will receive all necessary medical attention immediately.
2. Take actions to protect the resident(s)/client(s) from further harm.
3. Report immediately to the Department's designee for the appropriate Division under the State Mandatory Patient Abuse Reporting Law (if the incident occurred in a long-term care facility or if the client was a resident of a long-term care facility); and to the Department of Services for Children, Youth and Their Families/Division of Family Services (if the client is a minor, as required under 16 Del.C., section 903).
4. Report immediately to the facility/program director and the Division's designated recipient(s) of PM 46 reports.
5. Follow up with a written report to the persons/agencies named in A.3 and A.4 within 48 hours.

B. In addition to the above named persons, any other person may make a report to a staff person of the facility or to the Division director or his/her designee. Such a report shall trigger activities under V.A. items 1 through 5.

C. Each report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury must include:

1. The name and sex of the resident or client.
2. The age of the resident or client, if known.
3. Name and address of the reporter and where the reporter can be contacted.
4. Any information relative to the nature and extent of the abuse, neglect, mistreatment, misappropriation of property or significant injury.

5. The circumstances under which the reporter became aware of the abuse, neglect, mistreatment, misappropriation of property or significant injury.
6. What action, if any, was taken to treat or otherwise assist the resident or client.
7. Any other information which the reporter believes to be relevant in establishing the cause of such abuse, neglect, mistreatment, misappropriation of property or significant injury.

D. The Division's designated recipient of PM 46 reports shall report immediately to the Office of the Secretary; the Office of the Attorney General/Medicaid Fraud Control Unit; the Office of Health Facilities Licensing and Certification (for Medicaid- and/or Medicare-certified long-term care facilities); the appropriate state licensing agency for the program, if applicable; and the Division Director or designee all allegations of abuse, neglect, mistreatment, misappropriation of property and significant injury.

E. The Division Director or his/her designee shall notify the appropriate police agency immediately in the event that the health or safety of a resident/client is in immediate danger from further abuse, mistreatment or neglect, if criminal action is suspected, or if a resident/client has died because of suspected abuse, mistreatment, neglect or significant injury. The Deputy Attorney General, Civil Division, responsible for the Division's legal work shall be notified if the police were contacted. The Chief Medical Examiner shall be immediately notified if a resident/client has died because of suspected abuse, mistreatment, neglect, significant injury, or as a result of any cause identified by 29 Del. C., section 4706.

F. The Division Director or his/her designee shall notify the Office of the Attorney General/Medicaid Fraud Control Unit, immediately if there exists reasonable cause to believe that a client has died as a result of abuse, neglect, mistreatment or significant injury.

G. An investigation and evaluation of the initial report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury shall be initiated immediately by the Division Director or his/her designee. The investigation and evaluation, with a written report, shall be made within 24 hours, if the Division has reasonable cause to believe that the resident's/client's health or safety is in immediate danger from further abuse, neglect or mistreatment. Otherwise, the investigation, evaluation and written report, up to and including the Division Director's or designee's signed review of the report, shall be made within 10 days.

H. The investigative process shall be confidential and not subject to disclosure pursuant to 24 Del. C., section 17-68. Each investigative report shall be labeled as confidential, pursuant to 24 Del. C., section 17-68. Each investigation shall include the following:

1. A visit to the facility, day program or other site of incident.
2. A private interview with the resident or client allegedly abused, neglected, mistreated, whose property was misappropriated or whose injury was significant.
3. Interviews with witnesses and other appropriate individuals.
4. A determination of the nature, extent and cause of injuries, or in the case of misappropriated property, the nature and value of the property.
5. The identity of the person or persons responsible.
6. All other pertinent facts.
7. An evaluation of the facility or day program named in the report to determine the potential risk of any physical or emotional injury to any other resident or client of that facility or day program.

I. A written report containing the information identified in V.H. shall be completed within the time frames identified in V.G. and shall include a summary of the findings and recommendations, utilizing the Department's standardized forms.

J. The report shall be sent to the facility/program director, if appropriate, and then to the Division Director or designee. The facility/program director and the Division Director or designee shall review the report. If the incident is serious, the Division Director must review the incident with the Department Secretary prior to the completion of the report. The facility/program director and the Division Director or designee shall indicate in writing their concurrence or non-concurrence with the findings and recommendations, including appropriate corrective or preventive action, utilizing the Department's standardized forms, within the time frames identified in V.G.

K. If the facility is a Medicaid- and/or Medicare-certified long-term care facility, or an ICF/MR, the report (as specified under section V.C. of this policy) of suspected abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury (and any other incidents as specified in 42 CFR) shall be sent to the appropriate authorities, as required in the respective regulations under 42 CFR, within 5 working days of the incident.

L. The Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the Long-Term Care (LTC) Ombudsman shall be immediately notified, either orally or in writing, when an investigation has verified abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury. The written report containing the summary of the Division's findings and recommendations shall be forwarded to the Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the LTC Ombudsman within 5 days following the completion of the investigation by the Division Director or designee. If the investigation determines that there is reasonable cause to believe that a resident/client has died as a result of abuse, neglect, mistreatment, or significant injury, the Division Director or designee shall immediately report the finding and conclusions to the Office of the Attorney General/Medicaid Fraud Control Unit, the Office of the LTC Ombudsman, and the Office of the Secretary.

M. The Office of the Secretary shall be informed in writing of the results of the investigation, including the findings and recommendations, within 5 days following the completion of the investigation by the Division Director or designee.

N. The Division Director or designee shall notify the appropriate licensing or registration board, if the incident involved a licensed or registered professional, and the appropriate state or federal agency, including the appropriate state licensing agency of the program, if applicable, upon a finding of: 1) abuse, mistreatment, neglect, misappropriation of resident/client property, or significant injury; 2) failure to report such instances by a licensed or registered professional; or 3) failure by a member of a board of directors or high managerial agent to promptly take corrective action.

O. The Division Director or designee shall notify the resident/client, the guardian of the resident/client, if applicable, and the reporter of the results of the investigation, unless otherwise prohibited by law.

P. The Division Director or designee shall, at the conclusion of the PM 46 investigation, notify the DHSS employee (or the agency director for contract providers) of the verified or unverified status of the PM 46 investigation, unless otherwise prohibited by law.

VI. IMPLEMENTATION

A. This policy shall be effective 05/23/97.

B. In carrying out this policy, all parties must protect the confidentiality of records and persons involved in the case, and may not disclose any investigative report except in accordance with this policy.

Carmen R. Nazario

Carmen R. Nazario, Secretary
Delaware Health & Social
Services