



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

REQUEST FOR PROPOSAL NO. PSC 782

FOR

FAIR HEARING OFFICER SERVICES

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: October 1, 2007
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on August 30, 2007 at 10:00 AM at Room 258 Lewis Building, 2nd Floor 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. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

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REQUEST FOR PROPOSALS (PSC# 782)

Sealed proposals for Fair Hearing Officer Services 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 October 1, 2007 at which time they will be opened, read and recorded.

Two signed originals and ten copies of the proposal, in accordance with the attached request for proposals, must be received on or before
October 1, 2007 at 11:00 AM.

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 Dates: August 20, 2007
August 27, 2007

Mandatory Pre-bid Meeting: August 30, 2007
10:00 AM, Room # 258 Lewis Building 2nd Floor
1901 N. DuPont Highway, New Castle, DE 19720

Attendance must be prompt. All bidders who wish to bid on this proposal must be present on time at the mandatory pre bid meeting. 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:

Roger Waters

Hearing Office, Division of Social Services, P.O. Box 906, New New Castle, DE 19720

Telephone: (302) 255-9610
Fax: (302) 255-4425
E-mail: roger.waters@state.de.us

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.

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."

Your proposal must be signed and all information on the signature page completed.

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.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

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

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

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.

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Social Services staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Roger Waters is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by August 30, 2007 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.state.de.us/dhss/rfp/dhssrfp.htm>.

I. INTRODUCTION

The Division of Social Services (DSS) is soliciting contracts for the services of hearing officers to adjudicate disputed claims for benefits in the programs it administers. The programs include Medicaid, the Child Health Insurance Program (CHIPS), Temporary Assistance to Needy Families and other Social Security Act programs, Food Stamps and Child Care benefits. The Division of Social Services values knowledge of and experience in administrative law and knowledge and experience with the rules of statutory and regulatory construction. The work is high volume and requires knowledge of administrative law, statutory and regulatory construction, and the applicability of the Delaware Uniform Rules of Evidence. The work requires the ability to decide issues of fact and issues of law quickly, the ability to interact with underrepresented people and non-professional personnel presenting the State's case at Fair Hearings, and writing skills. Under our rules, an opportunity for a fair hearing must be given to any individual who is dissatisfied with a decision of the Division of Social Services and who makes a request for a hearing.

Fair hearing decisions are time-sensitive and must be produced quickly. DSS schedules the hearings. DSS mails out hearing decisions that are sent to us by the Hearing Officers who are under contract. Hearing decisions are sent to the Division of Social Services Hearing Clerk electronically through e-mail and then mailed to the parties. DSS also communicates with contracted Hearing Officers largely by e-mail, so an internet address is a contract requirement, as is the ability and time to do legal research; i.e., access to Lexis/Nexis or other software or access to a law library.

DSS supplies tapes and recording and playback equipment. If an appeal of a hearing decision is taken to Superior Court, DSS arranges for the production of a transcript of the hearing and DSS reconstructs the hearing record with the help of the presiding hearing official. The hearing officer must retain the hearing record, including documents admitted as evidence for the hearing, for a minimum of three months after the hearing. The hearing officer must return any equipment owned by the State after the contract period is over.

A final hearing decision must be produced within 30 days from the date of the scheduled hearing.

The “no show” rate for scheduled hearings can be as high as 85%.

Current Statistics on Contracted Services

Average # of cases per month: 80

New Castle County: 40

Kent County 20

Sussex County 20

Minimum/Maximum time spent on Case exclusive of review of testimony, legal research, and decision writing: 30 min – 90 minutes

Average amount of time spent on Managed Care case: 2500 minutes

The Delaware Fair Hearing practice rules can be found at the Delaware Administrative Code, Title 16 Health and Social Services, §5000 Division of Social Services at www.delaware.gov.

II. SCOPE OF SERVICES

1) The hearing officer presides at the hearing. He/she makes decisions about the admissibility of evidence and how the proceedings are conducted. In general, hearsay evidence is not admissible over objection unless it meets one of the exceptions in the Delaware Uniform Rules of Evidence. The hearing is on the record. The hearing officer can question witnesses or direct the parties to produce evidence which he/she determines is necessary for a decision. However, other than ensuring that the hearing is conducted fairly, the hearing officer is not permitted to assist either party in the presentation of his/her/its case.

2) Hearings are trial-like. The Hearing Officer's decisions must be based exclusively on evidence admitted by the hearing officer at the hearing. The decision of the hearing officer is the final decision of the Department of Health and Social Services. Judicial review, pursuant to 31 Del. C. 520, may be taken directly from the hearing officer's decision, within thirty (30) days of the decision.

III. SPECIAL TERMS AND CONDITIONS

Length of Contract

Contract period will be from January 1, 2008 to December 31, 2008. This contract may be extended on a yearly basis for 5 (five) years following December 31, 2008, upon the agreement of all parties, the availability of funds and that there be no additional price considerations.

One or more Vendors to be selected

The Division of Social Services expects to contract for hearing officer services statewide. Bids will be accepted for the entire State or any combination of the three counties. The contract may be awarded to one or more bidders who can serve all counties or who split services between counties.

Subcontractors

If a bidder intends to subcontract, the intent 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 request for proposals document and any subsequent proposals and

contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under the request for proposals 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 request for proposals 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 request for proposals 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 request for proposals 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.

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: invoices specifying hourly services rendered. 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 and any other information that you think would help evaluate your ability to provide the services DSS is seeking.

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). Detail what you expect to be your hourly compensation, what locations you prefer and the volume of cases that you think that you can handle on a weekly or monthly basis.

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.

Office of Minority and Women Business Enterprise Self-Certification Tracking Form must be signed, notarized and returned with your proposal if your firm wishes to be considered for one for one of the classifications below.

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 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: 11:00 a.m. on or before October 1, 2007.

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 concerning this request must be in writing and directed only to: Roger Waters. Written questions must be submitted no later than 10:00 am on August 30, 2007 – please include your fax number and/or your email address with your questions for consideration.

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 20, 2007, August 27, 2007
Mandatory Pre-bid Meeting Attendance must be prompt – Sign in is required and those interested parties who sign in more than 15 minutes after the identified start time will not be authorized to submit a bid.	August 30, 2007 Location –Division of Social Services Lewis Building, Room 258 Department of Health and Social Services 1901 N. DuPont Highway
Questions must be received in writing no later than:	August 30, 2007, 10:00 AM
Bid Opening	October 1, 2007, 11:00 AM
<i>Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on: October 1, 2007, 11:00 AM.</i>	
Selection Process	October 9 – October 12, 2007 (tentative)
Negotiations (if necessary)	October 15 – October 18, 2007 (tentative)
Issue Award Notices	October 19, 2007 (tentative)
Sign Contract(s)	October 16, 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.

Proposal Evaluation Criteria

Each proposal will be rated against review criteria corresponding to the items outlined below. Points will be awarded to each area:

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder's Experience and Expertise	25
Capacity to Meet Requirements	20
Proposed Methodology	20
Cost	35
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 20 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 20 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 35 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 _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

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

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a. by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b. by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c. by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

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

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix D -.....

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 \$ 50,000 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.