

STATE OF DELAWARE



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT  
SERVICES**

**1901 N. DuPont Highway  
New Castle, DE 19720**

**REQUEST FOR PROPOSAL NO. PSCO 814**

**FOR**

**Personal Assistance Services**

**FOR**

**THE DIVISION OF MEDICAID & MEDICAL ASSISTANCE  
DELAWARE HEALTH AND SOCIAL SERVICES**

**HERMAN M. HOLLOWAY SR. CAMPUS**

**1901 N. DUPONT HIGHWAY  
NEW CASTLE, DE. 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: April 23, 2008 11:15 A.M. EDT**

A mandatory pre-bid meeting will be held on **March 31, 2008 10:00 AM EDT** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, South Loop, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19702.

**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.**

In the event that state offices are closed on **March 31, 2008** due to weather-related or other emergencies, the pre-bid meeting will be cancelled. Written questions will be accepted in accordance with the instructions in presented in **Section 3.4** of this document.

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REQUEST FOR PROPOSAL # PSCO- 814

Sealed proposals for **Personal Assistance Services**

will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:15 AM local time **April 23, 2008** at which time the proposals will be opened and read. A mandatory pre-bid meeting will be held on **March 31, 2008 10:00 AM EDT** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, South Loop, First Floor Conference Room #198, 1901 N. DuPont Highway, New Castle, DE 19702.

All RFP-PSCOs can be obtained online at  
[www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/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 include the forms in the Appendices, signed, where appropriate and all information on the forms complete.

**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.**

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 as 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.

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.

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**IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC 814) 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-2<sup>ND</sup> 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.

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.

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# 1 Project Overview

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## 1.1 Introduction

This is a Request for Proposal (RFP) for Personal Assistance Services issued by Delaware Department of Health and Social Services, Division of Medicaid & Medical Assistance (henceforth referred to as “The Division”).

The Mission of the Division of Medicaid & Medical Assistance is to improve health outcomes by ensuring that the highest quality medical services are provided to the vulnerable populations of Delaware in the most cost effective manner. Through innovation, enhance medical coverage to meet the diverse needs of Delawareans, is the vision of the division.

The Division is committed to the development and delivery of consumer driven services, which maximize independence through individual choice in the least restrictive environment possible enabling individuals to continue living active and productive lives, and protecting those who may be vulnerable or at risk.

The Personal Assistance Services program is an important component of the “Finding a Way Home” community-based long-term care Money Follows the Person Demonstration Grant through the Division. The program provides personal assistance and other approved services for adults who need additional supports to move out of institutional long-term care facilities, to live in their own homes and communities and to carry out functions of daily living, self-care and mobility.

Additional information about the Division may be found on the Division’s website at [www.dhss.delaware.gov/dmma](http://www.dhss.delaware.gov/dmma).

## 1.2 Background and Purpose

The Division needs to contract for the provision of Personal Assistance Services on a statewide basis. The purpose of this RFP is to procure Personal Assistance Services for twenty five (25) eligible Delawareans for the period from **July 1, 2008 to June 30, 2009**.

This program is funded through a Federal grant.

Guidelines for the Personal Assistance Services program were established through Community-Based Assistance Services Act (HB 30), which was signed into law by Governor Minner in 2001. The law (16 DE Code Ch. 94) can be reviewed online at <http://delcode.delaware.gov/title16/c094/index.shtml>.

This is a new service, which is due to become operational in May 2008 providing services to twenty five (25) individuals over the course of the year.

The main goal of Personal Assistance Services Program is to provide Assistance services to eligible adults enabling them to avoid living in highly supervised institutional settings. Assistance Services are intended to maximize independence and autonomy for consumers.

Assistance services may include help with such tasks as:

- dressing, bathing and grooming
- getting in and out of bed or wheelchair or other assistive/orthotic devices
- assistance with transportation needs (e.g. entering/exiting vehicles; transferring to seat, etc.)
- toileting (including bowel, bladder and catheter assistance)
- eating (including feeding)
- health maintenance activities

Additional support and companion services may also be provided. These services include activities such as:

- cooking and meal preparation
- food and clothing purchases
- housecleaning, laundry and daily home chores
- assistance with non-technical, routine care of assistive devices
- companion-type services including but not limited to letter writing, reading mail, and escort

An important aspect of the Personal Assistance Services Program is self-direction. Consumers select their own Assistant(s) and direct their care in a manner, which is consistent with their own personal lifestyles and preferences. Consumers serve as the actual employers of their Assistant(s) by hiring, training, scheduling, directing work activities, issuing paychecks, and performing other related oversight functions, with a fiscal agent providing help in completing these tasks as needed. The agency must also provide a viable 24/7 back up plan to insure that services are available as scheduled.

The contracted Assistance services agency provides support to consumers in a number of important ways. For example, the provider agency carries out person-centered planning with consumers to help them identify needs and preferences. The provider agency recruits Assistant(s) and maintains a roster from which consumers can select Assistant(s) who best meet their needs. In addition, the agency provides basic training to Assistant(s) and assists consumers in billing, tax requirements, and other mandates required of consumers when hiring Assistant(s).

The Personal Assistance Service Program's main goal is to provide Assistance services to eligible adults, enabling them to avoid living in a highly supervised institutional setting. Assistance Services are intended to maximize independence and autonomy for the consumer. The consumer can maintain control over the use of the services. Consumers can select whom they choose to hire and direct the services to meet their needs. The contracted provider agency for DMMA, recruits, provides basic training for Assistances, and maintains a roster of Assistant(s) that meet consumer needs. They assist the consumer in billing, tax requirements, and other mandates required of the consumer when hiring an Assistant(s).

## 2 Scope of Work

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The Division engages in many activities to support its mission, including contracting with outside vendors to provide a wide range of home and community-based services. As noted in the previous section, the purpose of this RFP is to procure Personal Assistance Services for eligible Delawareans for the period from **July 1, 2008 to June 30, 2009**.

DMMA has developed "service specifications" for Personal Assistance Services. These specifications define the scope of work for this service. They include service descriptions, client eligibility, standards for service, monitoring requirements, and other relevant information. **The specifications for Personal Assistance Services are included in Attachment A.** These specifications will provide important guidelines for the development of your proposal. Please read them carefully.

In developing your proposal, you will be expected to explain how you will deliver the services, including 24/7 back up plan (your plan of work), the qualifications of your staff, and your budget.

It is expected that the work plan, staff qualifications and budget will be consistent with the scope of services outlined in the service specifications in Attachment A. Instructions for completing these and other components of the proposal are provided in Section 5 of this RFP.

## 3 General Instructions for Submission of Proposal

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Delaware Health and Social Services (DHSS) is requesting proposals for Personal Assistance services for disabled persons 18 years of age and older.

### 3.1 Contracting Officer

The contracting officer is Sandra Skelley, Procurement Administrator, Delaware Department of Health and Social Services, Division of Management Services.

### 3.2 Proposal Submission Requirements

Two (2) copies with original signatures and four (4) additional signed copies of the proposal must be submitted. These must be received by the Department on

**April 23, 2008 11:15 A.M. EDT**

Any proposal received after this time and date will be automatically rejected and returned unopened to the bidder.

### Important Delivery Instructions

Delivery of the proposal is the sole responsibility of the bidder. In order to make sure that your bid is received by the Division of Management Services on the date and time specified above, bidders are encouraged to use one of the following recommended delivery methods: hand

delivery, Federal Express or United Parcel Service. It is the applicant's responsibility to insure that the proposal is received by the Division of Management Services on time. **Late proposals will not be accepted.**

Proposals should be sent to:

Ms. Sandra Skelley, Procurement Administrator  
Delaware Department of Health & Social Services  
Division of Management Services  
Procurement Office  
Herman M. Holloway Campus  
Administration Building 2nd Floor  
1901 N. DuPont Highway  
New Castle, Delaware 19720

Any amendments to the proposal as originally submitted which are not required by the Department, must comply with the requirements of this section, and must be received on or before the due date previously specified.

### 3.3 Issuing Officer

This Request for Proposal (RFP) is issued by the State of Delaware, Delaware Department of Health and Social Services. The issuing officer for the Division is the sole point of contact from the date of release of this RFP, until selection of the successful bidder. All questions and requests for clarification shall be submitted in writing to:

Rosanne Mahaney, Issuing Officer  
Division of Medicaid & Medical Assistance  
1901 N. DuPont Highway, Lewis Building  
New Castle, Delaware 19720

### 3.4 Bidder Questions

All questions shall be submitted in writing and shall reference the pertinent RFP section(s) and page number(s). Written responses will be binding and included in the contract as an addendum. Verbal responses given at the bidders' meeting will be informational only and non-binding. Bidders may not contact State staff with questions. Only those questions received by the above Issuing Officer (Section 3.3) by **April 7, 2008 04:30 P.M. EDT** will be considered. DHSS will not respond to questions received after that time. A final list of written questions and responses will be posted as an RFP addendum on the Internet at [www.state.de.us/dhss/rfp/dhssrfp.htm](http://www.state.de.us/dhss/rfp/dhssrfp.htm).

### 3.5 Procurement Schedule

The following timetable is anticipated for key activities within the procurement process:

Activity	Schedule
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State Publishes RFP	<b>March 10, 2008</b>
Mandatory Bidder's Meeting	<b>March 31, 2008 10:00 AM EDT</b>
Submission of Questions	<b>April 7, 2008 04:30 P.M. EDT</b>
Response to Questions	<b>April 14, 2008 04:30 P.M. EDT</b>
Bid Opening – Applications Due	<b>April 23, 2008 11:15 A.M. EDT</b>
Evaluation & Selection Process	<b>May 5 thru May 16, 2008</b>
Notification of Award	<b>June 2, 2008</b>

**The Mandatory Pre-Bid Meeting will be held at:**

**Delaware Health and Social Services  
Herman M. Holloway Sr. Campus, South Loop  
First Floor Conference Room #198  
1901 N. DuPont Highway, New Castle, DE 19702**

**March 31, 2008 10:00 AM EDT**

**3.6 Directions**

Driving directions can be obtained online at:

<http://www.dhss.delaware.gov/dhss/main/maps/holloway/hlwydir.htm>

**3.7 Delaware Business License Application**

All for-profit agencies are required to have a current Delaware business license. To obtain a license to perform work in the State of Delaware, call (302) 744-1085 and request an application. Include a copy of your current business license with your proposal. Non-profit agencies must include a copy of Form 501 C.

**3.8 Cost of Proposal**

Costs for developing and submitting the proposals are the sole responsibility of the bidders. The Department will provide no reimbursement for such costs.

**3.9 Withdrawal of Proposals**

Once submitted, a proposal shall remain a valid proposal for at least 150 days after the proposal date. A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by the bidder, within 72 hours after the proposal due date that is indicated in the Procurement Schedule Section of this RFP.

**3.10 Disposition of Proposals**

All proposals become the property of the State of Delaware and will be a matter of record subject to the provisions of Delaware statutes. The State of Delaware shall have the right to

use all ideas, or adaptations of those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal will not affect this right.

### 3.11 Debriefing

If a bidder wishes to request a debriefing, a formal request letter **must** be submitted to:

Sandra Skelley, Procurement Administrator  
Herman M. Holloway Campus  
Delaware Health and Social Services  
Main Building – 2<sup>nd</sup> Floor  
1901 N. DuPont Highway  
New Castle, De. 19720

This letter of request **must** be received within 10 days of receipt of “Notice of Award”. The letter must specify reasons for the request. A debriefing is not an appeal process.

## 4 Terms and Conditions

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### Reserved Rights

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

- Select proposals other than that with the lowest cost;
- Reject any and all proposals received in response to this RFP;
- 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; and,
- Terminate negotiations and select the next responsive bidder, prepare and release a new RFP or take other action as deemed appropriate, if negotiations fail to result in an agreement.

### Notice of Contract Award

Written notice of contract award will be sent to all bidders.

### Fair Process

The procurement process will provide for the submission, evaluation, and selection of the winning proposal in accordance with applicable State and Federal laws and regulations. The procurement process shall be fair, impartial, and honest. All bidders shall be accorded fair and equal treatment prior to the submission date specified in the RFP with respect to any opportunity for written clarification.

### **Contract Composition**

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

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

- The Delaware contract signed by all parties, and any subsequent amendments to that document
- The RFP, inclusive of appendices and exhibits
- Any amendments to the RFP
- The contractor's proposal and any written clarifications or representations incorporated as part of the procurement process.

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

### **Subcontracts**

The contractor is fully responsible for all work performed under the contract, and must get prior written approval for all subcontract(s) for carrying out certain functions under the contract. Copies of subcontracts must be sent to the Division. No subcontract, with respect to performance under the contract, shall in any way relieve the contractor of any responsibility for performance of its duties.

### **Length of Contract**

The contract will begin on **July 1, 2008** after signing of the contract and issuance of the purchase order by the Department of Finance, and shall end on **June 30, 2009**.

### **Option to Renew**

The option to renew annually, up to three (3) years, will include review of the following:

1. Current performance
2. Need of service to the State
3. Funding availability to contract for services
4. Approval for any cost increase requested by the vendor

### **Funding Source**

This project is funded by a Federal Grant, through the Delaware Department of Health and Social Services, Division of Medicaid & Medical Assistance.

### **Confidentiality**

The contractor shall safeguard any client information obtained during the course of the project, and will not use this information for purposes other than required by the contract and in accordance with HIPAA (Health Insurance Portability and Accountability Act).

### **General Reporting Requirements**

All programs funded by the Division must submit Program and Financial Reports as required.

### **Monitoring**

The contractor will be monitored on-site on a regular basis by the Division of Medicaid & Medical Assistance. This monitoring will be based upon the contract, laws, rules, regulations, and the standards for the program. The contractor must also comply with the appropriate policies of the Department and the Division. **Failure of the contractor to resolve problems(s) identified in the monitoring may be cause for termination of the contract.**

### **Forms**

The forms in this packet should not be altered in any way. We recommend that these forms be used as masters from which you make copies for work sheets. **For clarity, the final document should be typed onto the original forms from this packet.**

Reproduced copies must be reasonably centered and legible so that no portion of the data is omitted. Computerized forms generated by applicants are admissible, but must replicate the forms provided in this RFP. Significant differences may result in rejection of the entire application.

More specific instructions accompany the section containing the forms. These instructions should be followed explicitly. Failure to do so will cause delay and/or possible rejection of your entire application.

### **Availability of Funds**

Any contract awarded will be subject to the eventual availability of funds.

### **Audit Requirement**

One (1) copy of the latest agency audit must be attached. Circular A-133 audits are required for some agencies receiving \$500,000 or more in Federal awards during the most recent audit year.

### **Emergency Preparedness Plan**

Provide a copy of your plan of action describing how you would ensure that clients are cared for during an emergency or catastrophic event. This would include any state of emergency resulting from a natural or man-made disaster.

### **Insurance Documentation**

If selected, a copy of a current Insurance Certificate, which meets the Administrative Requirements, Item # 2. of the Model Contract (Section 7), must be provided. The copy must include agency name, date of coverage, and coverage limits. It must also list the Division Representative as a Certificate Holder.

### **Volunteers / Procedures**

Each Service Provider utilizing volunteers to work with clients shall have written procedures governing the training and supervision of volunteers. Volunteers shall receive a written job description, orientation to their duties, and training. Annual performance evaluations are recommended but not required. Information regarding volunteers must be made available to the DMMA monitor and becomes the property of the Division in case of contract termination.

### **Method of Payment**

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 Personnel**

DHSS shall have the right to require the Contractor to remove any individual from his/her assignment to this Agreement by the Contractor or any subcontractor, if, in the opinion of DHSS, such employee is uncooperative, inept, incompetent or otherwise unacceptable. If the vendor must make a staff substitution for whatever reason, a staff person with equivalent qualifications and experience will be proposed to the State as soon as possible. The State Project Director(s) must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the State Project Directors approve a proposed replacement staff member who can assume the vacated position immediately upon its vacancy.

### **Code of Conduct**

No Division employee or agent of the Division shall solicit or accept gratuities, favors or anything of monetary value from a service provider, contractor, or potential contractor.

No paid or volunteer staff person of any service provider may solicit or accept gratuities, favors or anything of monetary value from program participants, or offer for sale any type of merchandise or service; nor may they seek to encourage acceptance of any particular belief or philosophy by any program participant.

### **Visibility & Client Recruitment**

Service Providers must publicize their services to assure that eligible persons throughout the service area know about the availability of services. All written materials used to publicize the program must acknowledge the Division as the funding source.

### **Proposal Becomes State Property**

All proposals become the property of the State of Delaware and will not be returned to contractors.

### **RFP and Final Contract**

The contents of this RFP will be incorporated into the final contract and will become binding upon the successful bidder. If bidders are unwilling to comply with certain RFP requirements, terms and conditions, objections must be clearly stated in the proposal and will be subject to negotiation at the discretion of the Department.

### **Proposal and Final Contract**

The bidder's proposal will be incorporated into the final contract and be considered binding upon the successful bidder.

### **Amendments to Proposals**

Amendments to proposals will not be accepted after the submission deadline. DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal at any time.

### **Cost of Proposal Preparation**

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

### **Investigation of Contractor's Qualifications**

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

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 as additional references and may contact these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into 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.

### **Certifications, Representations, Acknowledgments**

Using Attachment C, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.
- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

### **Ownership Rights**

The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract. A fundamental obligation herein imposed on the Contractor is the assignment by the Contractor to DHSS of all ownership rights in the completed project. This obligation on the part of the Contractor to assign all ownership rights is not subject to limitation in any respect, whether by characterization of any part of the deliverables as proprietary or by failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

### **Federal/State Access Rights**

Appropriate Federal and/or State representatives will have access to work in progress and to pertinent cost records of the contractor and its subcontractors at such intervals as any representative shall deem necessary.

### **Reserved Rights of the Department of Health & Social Services**

The Department reserves the right to:

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that 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 proposer and negotiate with more than one proposer at the same time;
- If negotiations fail to result in an agreement within two weeks, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

### **Standard for Subcontractors**

The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards of this statement of work and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the State with respect to the services to be performed by the subcontractor, so that the

subcontractor will not prejudice such rights. The use of subcontractors on this project must have the prior approval of the State.

### **Irrevocable License**

The State of Delaware reserves a royalty-free, exclusive, and irrevocable license to reproduce, publish, or otherwise use the copyright of any deliverables developed under the resulting contract.

### **Non-Discrimination**

The selected provider will be required to sign a contract containing a clause that prohibits the provider from discriminating against employees on the basis of their race, color, sex, religion, age and national origin.

### **Right to a Debriefing**

To request a debriefing on a bidder selection, the bidder must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the bidder must specifically state the reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

### **Hiring Provision**

Staff contracted to provide the services requested in this RFP are not precluded from seeking employment with the State of Delaware. The contractor firm selected as a result of this RFP shall not prohibit their employees or subcontractor staff from seeking employment with the State of Delaware.

### **Anti Lobbying**

The selected contractor must certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress and that the contractor will file required Federal lobbying reports.

### **Anti Kick-back**

The selected contractor will be expected to comply with other federal statutes including the Copeland "Anti-Kickback Act" (18 U.S.C.874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act , and the Debarment Act.

### **Delaware Contract Language**

Appendix C contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any

modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

### **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.

### **Public Record**

The Department will not divulge specific content of proposals to the extent that the contractor identifies contents as privileged or confidential. Any information not so designated will be considered public information.

### **Minority/Women/Disadvantaged Business Certification**

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response.

If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:

<http://www2.state.de.us/omwdbe/>

## 5 Proposal Format & Bidders Instructions

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### General Instructions

All submitted proposals must follow the format presented in this section. Proposals must also be complete and accurate. Failure to follow this instruction may result in automatic rejection and return of your proposal without consideration for the project.

Each page of the proposal, narrative, and forms should be numbered and identified with the agency name. The proposal shall be bound and labeled, and **must** include the items identified and follow the order shown in the Proposal Response Table of Contents (Attachment C). This Table of Contents should accompany the application and reference appropriate page numbers. Each section of the proposal should be clearly marked and tabbed for reference.

### 5.1 Application : Required Forms and Transmittal Letter

The following Items 8.1.1 through 8.1.8 list the forms that must be completed and signed by an individual authorized to legally bind the bidder and must be included in your proposal. Item 8.1.9, a Transmittal Letter, as described below, must also be submitted.

#### 5.1.1 Proposal Response Table of Contents

- Each application **must** contain all items listed in the **Proposal Response Table of Contents**.  
This form is included in Attachment C
- Each item in the application must be in sequential order of this Proposal Response Table of Contents.
- Each page of the application must be numbered, preferably in the lower right hand corner. The number of the first page of any item having more than one page will be the page number to be shown in the Proposal Response Table of Contents.

#### 5.1.2 Bidder's Signature Form

This form is included in Attachment C. This page is the first page of your proposal and shall contain:

- Name of Bidding Agency
- Signature of Authorized contracting staff member
- Printed / typed name of authorized contracting staff member
- Mailing address of bidding agency

- Name, Telephone, and Fax number(s) of agency contact person for the proposal
- Bidding agency's Federal Employer Identification Number
- The final statement on the form must include company/Agency Name.

### **5.1.3 Office of Minority and Women Business Enterprise Self-Certification Tracking Form**

**Note: MUST BE NOTARIZED One copy only.**

The form is self-explanatory.  
The Office of Minority and Women Business Enterprise Self-Certification Tracking Form is included in Attachment C.

### **5.1.4 Compliance Form**

This form is included in Attachment C and must be completed and signed by an individual authorized to legally bind the bidder.

### **5.1.5 Certification Sheet**

This form is included in Attachment C and must be completed and signed by an individual authorized to legally bind the bidder.

### **5.1.6 Notification to Bidders - State of Delaware Contracts Disclosure**

Bidders shall list all contracts awarded to it and 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 as 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 into 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.

The Notification to Bidders form is included in Attachment C. It must be completed and signed by an individual authorized to legally bind the bidder.

### **5.1.7 Application Title Page**

This page is included in Attachment C. This page shall include the RFP number, the name of the program or project for which the RFP was issued, the name of the Division and the program funding source, the dates of service covered by the proposal and, the name and mailing address of the agency submitting the proposal.

### 5.1.8 Mandatory Submission Requirements Checklist

This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance. This form is included in Attachment C

### 5.1.9 Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter and shall be marked “**Section 1: Transmittal Letter**”. An individual authorized to legally bind the bidder shall sign it. It shall include at a minimum:

- A statement indicating that the bidder is a corporation or other legal entity and satisfies all licensing requirements of the State or Federal law.
- A statement that no attempt has been made or will be made by the bidder to induce any other person or firm to submit a proposal.
- A statement that proposed services satisfy the requirements established in the RFP.
- A statement of affirmative action that the bidder does not discriminate in its employment practice with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or handicap.
- A statement that the bidder will comply with all terms and conditions as indicated in the General Instructions for Submission of Proposals Section 4, Terms and Conditions Section 5 and in the Model Contract (Section 7), included as part of this RFP, except as to modifications mutually agreed upon by the contractor and Department.
- A statement that the bidder has the capability to provide the services requested through this RFP.
- A statement that the bidder will comply with the requirements of The Americans with Disabilities Act of 1990 (ADA) and the terms and conditions of the Department Boilerplate including the Divisional Requirements.

## 5.2 Technical Proposal

This section should be labeled “**Section 2: Technical Proposal**”.

### 5.2.1 Corporate Qualifications

#### (30 Points)

Describe the organization’s expertise in area of the proposed project, and experience in operating any similar projects. A summary of similar current and completed projects should be included. Also supply three (3) references of people who will receive no financial gain or are not members of the board. Give a contact person, name of organization and telephone number.

### **5.2.2 Work Plan**

#### **(35 Points)**

This section must explain your approach for operating a program, which meets the Service Specification requirements. The Work Plan description must provide information, which describes how you will meet the criteria listed in the Service Specifications (Appendix A) for each of the following areas:

1. Service Goal
2. Service Area (geographical)
3. Service Location (address, available space, accessibility and hours/days of operation)
4. Time frames to accomplish Work Plan
5. Describe how you plan to meet the service standards of the program
6. Describe agency's internal program evaluation and monitoring process.

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

### **5.2.3 Project Staffing & Organization**

#### **(35 Points)**

- Identify the number and type of staff involved in the project, including identification of the bidder's project manager (Section 5.4 – Appendix C)
- Summarize their qualifications related to specific requirements of this project.
- Include resumes of professional staff (Section 5.4 - Appendix A)
- Job descriptions for all project staff must be included. Descriptions must include the hours the staff person works each week and the number of hours assigned to this program each week (Section 5.4 - Appendix B)
- A Program Organizational Chart must be included. If you operate more than one program, also include an Agency Organizational Chart showing the line of authority (Section 5.4 - Appendix C)
- The Service Specifications for this program (Attachment A) for must be included.

### 5.3 Budget Proposal

This section should be labeled “**Section 3: Budget Proposal**”.

#### 5.3.1 Budget Worksheet(s) & Supplement

Complete the required budget worksheet(s) according to the instruction provided. Budget Worksheets and Instructions (Attachment B).

The Budget Worksheet Supplement is intended to more fully explain items and costs associated with the Budget Worksheet you will complete for this project proposal. Every effort should be made to supply a clear, concise, and accurate narrative. Some of the general topics that should be addressed include, but are not limited to:

- Justification should be given for budgeted items based on projections and/or assumptions. Briefly describe the basis for the cost calculations and any rationale that serves to support the process used.
- Explain the method of allocation for specific costs prorated to the program based on the agency’s total budget.

It is important that the bidder provide any information that may help reviewers understand items in the budget.

The contract shall be awarded to the bidder whose proposal is deemed to be the most advantageous to the State, considering the criteria set forth in the Request for Proposal.

### 5.4 Appendices

#### Appendix A: Resumes of Professional Staff

Provide the resumes of all professional staff that will be working with the project. This should include any staff members identified by name and title on the Salary Worksheet provided in the Budget Worksheets Section of the RFP

#### Appendix B: Job Descriptions

Provide a formal job description for all staff members involved in this program. This should be included for all budgeted positions.

#### Appendix C: Program and Agency Organizational Charts

Provide your agency’s organizational chart as it relates to this program’s staff

#### Appendix D: Service Specifications

Attach the Service Specifications, found in Attachment A.

#### Appendix E: Audit

Provide a copy of your agency’s most recent audit.

**Appendix F: Emergency Preparedness Plan**

Provide your plan of action in case of emergency.

**Appendix G: Delaware Business License or Form 501 C**

Provide a copy of your Delaware Business license or, if not applicable, a copy of form 501 C.

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## **6 Proposal Evaluation/Contractor Selection**

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Delaware Department of Health and Social Services (DHSS) will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP that comply with the due dates specified in Section 3.5 of this RFP. Selection of the successful bidder will be based on the proposal that is determined to be in the best interest of the Department, taking into consideration criteria set forth in this RFP. The Department reserves the right to reject any or all proposals received, or cancel this RFP, regardless of evaluation, if it is determined to be in the best interest of the Department.

### **6.1 Technical Review**

A Technical Review Committee will evaluate each proposal that has met the mandatory requirements. Committees may consist of staff from the Division and Department and/or members of the community. An oral presentation by the bidder may be requested.

### **6.2 Ranking of Proposal**

The evaluation committees will recommend proposals with the highest total points from Section 6. The final decision to contract will be made by the Director of the Division of Medicaid & Medical Assistance. The following represents the basis used for determining total points:

**CORPORATE QUALIFICATIONS (30 POINTS)**  
**WORK PLAN (35 POINTS)**  
**PROJECT STAFFING AND ORGANIZATION (35 POINTS)**

### **6.3 Evaluation – Mandatory Requirements**

The Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Attachment C – Mandatory (Pass/Fail) Submission Requirements Checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, the State reserves the right to waive minor irregularities and minor instances of non-compliance. Proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team. Specific requirements are as follows:

1. Two (2) original signatures and four (4) additional signed copies of the proposal
2. Transmittal letter signed by an officer of the organization, or authorized designee

3. Acceptance of General Instructions and Terms and Conditions of the RFP and Model Contract (Section 7) by inclusion in the proposal, or specific exception noted
4. Stipulation that the bid terms will remain in effect for at least 150 days
5. Proof of intent to acquire adequate insurance as required in the Model Contract (Section 7)
6. Most recent audit report.
7. Copy of current business license or Form 501 C
8. Notification to Bidders – State of Delaware Contracts Disclosure
9. Office of Minority and Women Business Enterprise Self-Certification Tracking Form

#### **6.4 Program Cost**

The Department reserves the right to award this contract to a bidder other than the one with the lowest cost. While an integral part of the bid process, cost will be balanced against the score received by each bidder in the rating process described above.

## 7 Model Contract (DHSS Boilerplate & Divisional Requirements)

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### CONTRACT

#### A) Introduction

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

#### B) Administrative Requirements

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

a) Comprehensive General Liability                      \$1,000,000

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

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

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

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

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

the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

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

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the

Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

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

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are

attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

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

its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

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

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Harry B. Hill  
Director

\_\_\_\_\_  
Date

### **DIVISIONAL REQUIREMENTS**

1. The contractor agrees to comply with all policies and procedures contained within the *DMMA Policy Manual for Contracts*, which is hereby included by reference.
2. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications for the contracted service.
3. This agreement is subject to the availability of State and/or Federal funds.
4. The contractor agrees to submit quarterly (or monthly) financial reports, program performance reports and other reports as required by the Division on the due dates as specified in the *DMMA Policy Manual for Contracts* policies Q and S. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
5. The contractor agrees that the project will be carried out in accordance with the applicable Federal and State statutes, rules, regulations, and the policies and procedures established by the Department and Division, the terms and conditions of this contract and the RFP application as approved by the Department.
6. If, at any given time the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove funds from the contract.
7. The contractor agrees to acknowledge the Division of Medicaid and Medical Assistance as a funding source in all publicity about the project.
8. For Federally funded programs, HHS form 690 (Assurance of Compliance) is incorporated by reference and made part of this agreement.
9. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in lobbying designed to influence legislation or appropriations pending before the legislature and/or Congress.
10. The contractor acknowledges that no state or federal funds may be requested unless the contractor has the local resources to meet the required match, if applicable. These resources may not be used as match for any other program. Failure of any contractor to document and provide the budgeted required match could result in an audit finding and the funds returned to the Division.
11. In cost reimbursement contracts, any funds paid by the Division to the contractor, in excess of actual expenditure, incurred and paid by the contractor, must be returned to the Division.

12. Any changes in the line items of a cost reimbursement budget must be in compliance with the DMMA *Policy Manual for Contracts* Policy F. Non-compliance will result in a disallowed cost and audit finding.
13. The period of notice required for the Contractor to terminate or to not renew this agreement without cause is extended to ninety (90) calendar days with written notice to the Division pursuant to B. Administrative Requirements, Item 11 of the Department boilerplate.
14. The Contractor agrees to list the DMMA as a Certificate Holder on their current Insurance Certificate, as required by the Department.
15. The Contractor agrees to provide the Division with a current copy of its Emergency Preparedness Plan.
16. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Administration on Aging, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the project.
17. The Contractor must maintain documentation, as identified in the RFP to support all payment claims submitted to and paid by the Division of Medicaid and Medical Assistance (DMMA).
18. 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.
19. 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.
20. 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.
21. 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.

## **Attachment A: Service Specifications**

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Service Specifications #10  
Revised 2/22/08

## **PERSONAL ASSISTANCE SERVICES FINAL DRAFT**

### **1.0 SERVICE DEFINITION**

- 1.1 Personal Assistance Services (PAS) provides support to adults with Physical, Mental or Developmental Disabilities, who require assistance with the functions of daily living, self-care and/or mobility in order to reassert their independence in the community. This service relies on the consumer's ability to self direct.
- 1.2 A consumer may exercise rights through a guardian or appointed representative.
- 1.3 The consumer shall be affirmatively supported to direct services contained in the consumer's Individual Services Plan (ISP).

### **2.0 ELIGIBILITY**

- 2.1 The Division of Medicaid & Medical Assistance (DMMA), or Contract Agency Case Manager will determine consumer eligibility for PAS and approve the amount of weekly units authorized for service. Approval will be based upon needs and proposed usage of the Assistant(s). The Case Manager and consumer will jointly determine the units required.
- 2.2 Criteria that the Case Manager will use to determine client eligibility include, but are not limited to, the following:
  - 2.2.1 Residency in the State of Delaware
  - 2.2.2 Age 8 years or older
  - 2.2.3 Presence of severe, chronic physical, mental or developmental disability(ies) which precludes or significantly impairs the individual's independent performance of essential activities of daily living, self-care or mobility within home or community environments. For purposes of this section, a "chronic disability" is a medically determinable impairment, which can be expected to last for a continuous period of not less than 12 months.

### **3.0 SERVICE ACTIVITIES**

- 3.1 Within 30 working days of referral, the provider agency and the consumer shall negotiate and sign an Individual Service Plan (ISP) based the consumer's needs, proposed usage of the Assistant(s) and the units of service as determined by the consumer and Case Manager during the eligibility determination.
- 3.2 The ISP shall contain the following:
  - 3.2.1 For the initial ISP, goals for service, as developed between the Case Manager and consumer and as defined on the Service Referral Form.
  - 3.2.2 A description of the services to be provided and how they will be provided;
  - 3.2.3 The time and number of service units (hours) to be delivered
  - 3.2.4 A description of priority care and the viable 24/7 back-up plan.
  - 3.2.5 A section showing the following:

- 3.2.5.1 Name and the relationship of the regular Assistant(s)(s) and the backup Assistant(s)(s).
  - 3.2.5.2 Name, relationship, and notation of other paid or unpaid support persons in the home.
  - 3.2.5.3 Number of hours scheduled per pay period;
  - 3.2.5.4 Listing of other employment obligations of Assistant(s)(s) or backup Assistant(s)(s).
  - 3.2.5.5 Any unique circumstances or conditions;
  - 3.2.6 Confirmation of completion of Assistant and/or consumer training;
  - 3.2.7 A clearly stated description of the responsibilities of the provider agency, the Assistant(s) and the consumer.
- 3.3 This ISP must be submitted to the DMMA Administrator within 10 working days for signature.
- 3.4 Services performed by the Assistant(s) include:
- 3.4.1 Assistance with transferring to and from a bed, wheelchair, vehicle, or other environmental setting;
  - 3.4.2 Help with use of medical and non-medical equipment, devices, or assistive technology;
  - 3.4.3 Assistance with routine bodily functions, including, but not limited to:
    - 3.4.3.1 Health maintenance activities;
    - 3.4.3.2 Bathing and personal hygiene;
    - 3.4.3.3 Bowel or urinary evacuation;
    - 3.4.3.4 Dressing and grooming; and
    - 3.4.3.5 Food consumption, preparation and cleanup;
- 3.5 Ancillary services may also be provided, but only if the consumer is also receiving one of the above basic services. Ancillary services include:
- 3.5.1 Homemaker-type services, including cleaning, laundry, shopping and seasonal chores;
  - 3.5.2 Companion-type services, including transportation, escort and facilitation of written, oral and electronic communication;
  - 3.5.3 Assistance with cognitive tasks, including bill payment and money management, planning activities and decision-making.
- 3.6 Assistant(s) may accompany consumers on vacation or other temporary stays away from home. However, assistance service Program funds will **not** be allowed to cover any of the costs associated with the travel for the consumer or the Assistant(s). The roles and responsibilities of the Assistant(s) and the consumer are the same as when at home.

#### **4.0 PROHIBITED ACTIVITIES**

- 4.1 PAS may not be provided in a long term care facility, acute care facility, or group home except:
  - 4.1.1 With prior authorization from DMMA Administrator, PAS may be provided in an acute care setting for no longer than 10 calendar days

#### **5.0 SERVICE UNIT**

- 5.1 The standard service unit is one hour of service provided by an Assistant to an eligible consumer.
- 5.2 The minimum billable unit of time is one quarter hour of service.
- 5.3 Travel to and from the client's home (or initial service site) shall not be included.

#### **6.0 SERVICE STANDARDS**

- 6.1 The provider agency will:
  - 6.1.1 Recruit Assistant(s)
    - 6.1.1.1 Provide basic training for Assistants
    - 6.1.1.2 Maintain a roster of available Assistants for the consumer to enable freedom of choice.
    - 6.1.1.3 Secure background checks including the Adult Abuse Registry on all Assistants, including relatives and backup Assistants
  - 6.1.2 Provide technical assistance to consumers about the employment process including, but not limited to:
    - 6.1.2.1 Assisting consumer in the purchasing of Workers Compensation Insurance policies
    - 6.1.2.2 Securing and maintaining a checking account to be used for payroll related items
    - 6.1.2.3 Filing and maintenance of payroll records required for payroll and tax preparation, as related to Personal Assistance employees
    - 6.1.2.4 Discussing appropriate employee/employer relationships, including those cases where the employee is also a relative
- 6.2 The consumer will:
  - 6.2.1 Be responsible for all employment functions of the Personal Assistant(s) including, but not limited to:
    - 6.2.1.1 Conduct hiring interviews for Assistant(s)
    - 6.2.1.2 Supervise and direct Assistant(s) in job functions
    - 6.2.1.3 Secure and maintain a checking account to be used for payroll related items
    - 6.2.1.4 Maintain acceptable documentation for payroll and tax filing

- 6.2.1.5 Complete payroll related tax preparation and filings in a timely manner
- 6.2.2 Consumer may accept or reject Assistant(s)s referred to them by a provider agency
  - 6.2.2.1 In the event the provider is unable to supply attendant(s) that are acceptable to a consumer, the consumer may be offered technical assistance to assess the consumer's rationale for rejecting all attendant(s) and/or be referred to another provider agency
  - 6.2.2.2 Consumers are provided the option of hiring a relative or spouse as their paid Assistant. A relative, including spouse is considered a paid employee and therefore the consumer is subject to the same responsibilities as apply to employees referred by the agency. Relative employees are **not** exempt from any of the above requirements, so Workers Compensation Insurance must be purchased for relative employees and payroll taxes deducted/reported.
- 6.3 Employees must be age 18 or above
  - 6.3.1 The hiring of a minor may be considered on a case-by-case basis and prior approval by DMMA is required.
    - 6.3.1.1 The employment of a minor employee is subject to Child Labor Laws and related rules and policies.
    - 6.3.1.2 *Care must be exercised if service is provided by a minor, as they are limited to hours and times they are permitted to work, as outlined in Child Labor Laws and related rules and policies.*
- 6.4 Consumers and the provider agency shall share in the responsibility for obtaining Assistants when service hours become difficult to fill.
- 6.5 The consumer is permitted to accumulate or "bank" hours. All banked hours must be used by the last day of the calendar month directly following the month in which they were accumulated. No hours can be "borrowed" or "advanced" in anticipation of paying them back through banking at a later date.
- 6.6 Additional short term attendant service hours may be authorized for consumers if determined eligible by the DMMA Administrator, and if funding permits

## **7.0 ADMINISTRATIVE REQUIREMENTS**

- 7.1 The provider agency must establish contact within five (5) working days of referral from DMMA
- 7.2 The provider agency must perform the initial home visit within five (5) working days of establishing contact
  - 7.2.1 If a home visit cannot be conducted within five (5) working days, the DMMA administrator must be notified

- 7.3 The provider agency must notify the DMMA Finding a Way Home Administrator, and the client in writing, within ten (10) working days of the home visit, when they are unable to serve the client. The written notice shall include the reason the provider is unable to serve the client.
- 7.4 If the consumer fails to establish service within 45 working days of the referral, DMMA will be notified. DMMA will then assess the reason for lack of initiation of service which may be followed by notice of intent to terminate eligibility.
- 7.5 The provider agency must establish the capability to respond to priority care emergencies. For this purpose, the use of subcontractors for emergency care is permitted.
  - 7.5.1 The provider agency is not required to obtain background checks on Assistant(s)s used for emergency backup
  - 7.5.2 Emergency backup is defined as service provided for one week or less, when neither the regular Assistant(s) or backup Assistant(s) is available
- 7.6 The provider agency must meet and comply with all applicable federal, state and local rules, regulations and standards applying to the services being provided.
- 7.7 For each consumer, the provider agency shall establish and maintain a case file, which includes the following:
  - 7.7.1 The Service Referral Form from DMMA;
  - 7.7.2 The ISP signed by the consumer and the provider agency;
  - 7.7.3 Documentation of the consumer and Assistant(s) training activities;
  - 7.7.4 Documentation of any problems or concerns raised by the consumer, assistant(s) or other third party; the attempts to investigate the problem or concern; and disposition of the problem;
  - 7.7.5 Documentation of the annual reassessments of the ISP, and all Life Assessment documents; and
  - 7.7.6 Documentation of all in-home visits and telephone contacts;
  - 7.7.7 Signed documentation that the provider has discussed appropriate employee/employer relationships and behaviors with the consumer.
- 7.8 The provider agency will make a reasonable effort to confer with DSAAPD to resolve problems that threaten the continuity of the consumer's attendant services.
- 7.9 The provider agency may request permission of DMMA to reduce or terminate service when in the agency's professional judgment, one of the following occurs:
  - 7.9.1 The consumer no longer needs the service or level of service currently being provided;
  - 7.9.2 The consumer needs a level of service that is beyond the scope and purpose of the Personal Assistance Service program;
  - 7.9.3 The consumer's uncooperative behavior, abuse, misuse of the service or program;

- 7.9.4 The unsafe and/or unsanitary conditions or activities in the consumer's place of residence, even though services are provided and listed in the ISP, jeopardizes the safety or health of Assistant(s) and/or the provider agency's staff;
- 7.9.5 The involvement of the consumer in illegal activities;
- 7.9.6 The consumer submits timesheets for services not provided or for hours not worked by an assistant(s) or otherwise tries to defraud the program;
- 7.9.7 The consumer does not pay the co-pay in accordance with the payment schedule mutually agreed upon by the consumer, agency and DMMA.
- 7.9.8 The consumer fails to cooperate with the provider in filing the appropriate tax forms (Schedule H).
- 7.10 The provider agency must ensure access to authorized representatives of Delaware Health and Social Services to the participant's case files and medical records.
- 7.11 The provider agency must maintain the consumer's right of privacy and confidentiality, including HIPAA requirements.
- 7.12 The provider agency must comply with DMMA quality assurance initiatives related to this program.
- 7.13 The provider agency must establish policies and procedures related to the resolution of consumer complaints and grievances.
  - 7.13.1 The provider agency must include a written procedure of how unresolved complaints or grievances will be communicated to DMMA.

## **8.0 MONITORING REQUIREMENTS**

- 8.1 The provider is obligated to meet the following requirements:
  - 8.1.1 Monitor units used by clients on a monthly basis; ensuring Assistant(s) do not exceed the number of units authorized by DMMA staff, including an appropriate use of "banked" hours;
  - 8.1.2 Monitor time sheets to ensure they are submitted in a timely fashion and accurately reflect the hours and duties worked by the Assistant(s);
  - 8.1.3 Conduct reviews on at least quarterly basis for the health, safety, and welfare status of the individual client and submit quarterly progress reports to the individual DMMA Administrator;
  - 8.1.4 Conduct face-to-face visits with the consumer at least annually but more often as the client's needs indicate;
  - 8.1.5 Review and update the ISP (Individual Service Plan) during the annual face-to-face visit, including the Life Survey;
  - 8.1.6 Mail an annual satisfaction survey to consumers and supply DMMA with the results including all comments as written in the surveys;
  - 8.1.7 Monitor that duties outlined in the ISP is in compliance with Child Labor Laws and related rules and policies, whenever applicable;

8.1.8 The agency is obligated to the following additional requirements when consumers elect to use family members as paid service providers:

8.1.8.1 When the paid service provider is a family member, conduct face-to-face visits with the consumer on at least a semi annual basis;

**9.0 INVOICING REQUIREMENTS**

9.1 The providers will invoice DMMA pursuant to the DMMA Policy Manual for Contracts

9.2 The following information will also be included on the invoices:

9.2.1 Client name

9.2.2 Authorized Hours

9.2.3 Hours utilized

9.2.4 Monthly Worker's Compensation billed

9.2.5 Monthly Criminal Background checks billed

## **Attachment B: Description of Allowable Cost**

### **Budget Worksheets and Instructions**

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#### **Description of Allowable Cost**



## DESCRIPTION OF ALLOWABLE COSTS

DESCRIPTION OF LINE ITEMS	
Salaries and Wages	Project Directors, Supervisors, Site Managers, Healthcare workers, Nutritionists, Clerks, Accountants, Bookkeepers, Janitors, Drivers, Case Managers, Outreach Workers, Secretaries, Training Instructors, Laborers, Executive Directors, Dietitians, Activity Coordinators, etc.
Fringe Benefits	Proportionate fringe benefits for above labor including Social Security, unemployment compensation, life insurance, worker's compensation, health insurance, pension, etc. paid by the agency.
Travel/Training	Include any staff training costs. Mileage reimbursement shall be a maximum of \$.31 per mile. Training may include subscriptions and association dues.
Contractual Services	Rent, utilities, repairs (building, vehicle, equipment, etc.), telephone, advertising, printing, transportation insurance, vehicle, communication, consultants, tax preparation, storage, audit costs, etc.
Supplies	Vehicle supplies (not repairs), health supplies, program supplies, office supplies, janitorial, building (not sub-contracts), educational, medical, any type of meals purchased, etc.
Other/Equipment Any items or lot costing \$1000.00 and a useful life of one (1) year or more.	The only equipment, which will be considered for FY '06, is computer software for existing equipment. Please attach detailed justification. No other equipment is permitted. A separate request with written justification will be considered.

## Budget Worksheets and Instructions

**INSERT BUDGET WORKSHEETS AND INSTRUCTIONS HERE**

## **Attachments C: Attached Forms to be Completed**

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### **Mandatory Submission Requirements Checklist**

**INSERT MANDATORY SUBMISSION REQUIREMENTS CHECKLIST HERE**

## Proposal Response Table of Contents

**PROPOSAL RESPONSE TABLE OF CONTENTS**

AGENCY NAME \_\_\_\_\_

**Section I: Application Identification and Contents** **PAGE NO.**

Table of Contents (Insert Proposal Response Table of Contents with corresponding page #s.)

Bidder's Signature Form (Attachment C1)

Office of Minority and Women Business Enterprise Self-Certification Tracking Form (Attachment C2)

Compliance Form (Attachment C3)

Certification Sheet (Attachment C4)

Notification to Bidders – State of Delaware Contracts Disclosure (Attachment C5)

Application Title Page Transmittal Letter (Attachment C6)

Bidder Project Experience (Attachment C7)

General Instructions for Submission of Proposal (Section 4) and Terms and Conditions (Section 5)

**Section II: Technical Proposal**

Corporate Qualifications (Section 8.2.1)

Work Plan (Section 8.2.2)

Project Staffing and Organization (Section 8.2.3)

**Section III: Budget Proposal**

Budget Narrative and Budget  
Schedule (Section 8.3.1)

**Section IV: Appendices**

- Appendix I. Resumes of Professional Staff
- Appendix II: Job Descriptions
- Appendix III: Program and Agency Organizational Charts
- Appendix IV: Service Specifications with completed Goals and Objectives Sheet (Appendix A)
- Appendix V: Audit (one copy)
- Appendix VI: Emergency Preparedness Plan
- Appendix VII: Delaware Business License or 501 C Form

**Bidder's Signature Form**



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

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_  
DELIVERY DAYS/COMPLETION TIME: \_\_\_\_\_  
F.O.B.: \_\_\_\_\_  
TERMS: \_\_\_\_\_

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

**Office of Minority and Women Business Enterprise Self-Certification Tracking Form**



**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.

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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>

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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) 739-5561

## Compliance Form



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

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that\_\_\_\_\_  
\_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification Sheet



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

**CERTIFICATION SHEET**

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

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

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
  
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
  
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
  
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Violations and Penalties:**

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

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

The following conditions are understood and agreed to:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

## Notification to Bidders - State of Delaware Contracts Disclosure

**Notification to Bidders**  
**State of Delaware Contracts Disclosure**

Vendor/Predecessor Firm Name	State Department and Division	Contact Name, Address and Phone Number	Period of Performance	Contract Number	Amount
Sample Vendor Firm Name	DHSS \ DMS	Contact Name 1901 N DuPont Highway New Castle, DE 19720 302.999.9999	01/01/2002 – 12/31/2002	PSC-999999	\$100,000

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three (3) years, by State Department, Division, Contact Person (with address/phone number), period of performance, contract number 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.

List contracts in the format specified. Include those contracts whose period of performance has been within the past three (3) years in addition to those awarded within this timeframe. Contracts with amendments only have to be listed once. If a vendor has had no contracts within this timeframe, enter **"No contracts to specify"** under Vendor/Predecessor Firm Name in the first row of the table.

## Application Title Page

APPLICATION TITLE PAGE FOR STATE AND FEDERALLY FUNDED PROGRAMS

**APPLICANT AGENCY:** \_\_\_\_\_ **RFP#** \_\_\_\_\_

PROJECT PERIOD: From \_\_\_\_\_ To \_\_\_\_\_  
NAME OF PROGRAM \_\_\_\_\_  
NAME \_\_\_\_\_ EIN \_\_\_\_\_  
ADDRESS \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

2. **FUNDS BEING APPLIED FOR:**

**TITLE III :**

Personal Care \_\_\_\_\_  
Housekeeping \_\_\_\_\_  
Congregate Meals \_\_\_\_\_  
Home Delivered Meals \_\_\_\_\_

**SSBG:**

Personal Care \_\_\_\_\_  
Housekeeping \_\_\_\_\_  
Adult Foster Care \_\_\_\_\_  
Home Delivered Meals \_\_\_\_\_

3. **TYPE OF AGENCY:**

Public \_\_\_\_\_  
Private Non-Profit \_\_\_\_\_

Private for Profit \_\_\_\_\_  
Minority Agency \_\_\_\_\_

4. **BOARD CHAIRPERSON AUTHORIZED TO SIGN CONTRACTS:**

NAME & TITLE \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

5. **PERSON(S) RESPONSIBLE FOR DIRECTING SERVICES:**

NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address) \_\_\_\_\_  
NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address) \_\_\_\_\_  
NAME OF SERVICE \_\_\_\_\_  
NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
(If other than Agency Address) \_\_\_\_\_

(USE ADDITIONAL SHEETS AS NECESSARY)

6. **PERSON TO WHOM CHECKS SHOULD BE MAILED:**

NAME & TITLE \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

## Bidder Project Experience



*Delaware Health and Social Services*  
**Bidder Project Experience**

<b>Client</b>	
<b>Contact Name</b>	
<b>Telephone No.</b>	
<b>Location Street Address/City State/ZIP</b>	
<b>Location City/State</b>	
<b>Type of Facility</b>	
<b>Comparable Project Experience</b>	
<b>Current Status (WIP/Complete)</b>	
<b>Original Budget</b>	
<b>Completed Budget</b>	
<b>Original Schedule</b>	
<b>Completed Schedule</b>	
<b>Comments:</b>	
<p>Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the bidder's performance.</p>	