



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

REQUEST FOR PROPOSAL NO. PSCO-844

FOR

HIV/AIDS PREVENTION SERVICES

FOR

**THE DIVISION OF PUBLIC HEALTH
DELAWARE HEALTH AND SOCIAL SERVICES
417 FEDERAL STREET
JESSE COOPER BUILDING
DOVER, DE 19901**

Deposit	Waived
Performance Bond	Waived

**Date Due: March 31, 2009
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on January 15, 2009 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

REQUEST FOR PROPOSAL #PSCO-844

Bids for HIV/AIDS Prevention Services for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 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 **11:00 a.m. local time March 31, 2009**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **January 15, 2009 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact James Dickinson at (302) 744-1004.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at 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 Appendices A, B, C and D signed 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 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."

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 the request.

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC844) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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

I. 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.

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

**REQUEST FOR PROPOSAL FOR HIV PREVENTION SERVICES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of HIV/AIDS Prevention. Contract renewal is possible for up to four additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A **mandatory** pre-bid meeting will be required. The meeting will be **January 15, 2009 @ 10:00 AM.** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, 1st Floor, Room 198
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

Further Information

Inquiries regarding this RFP should be addressed to:

*James Dickinson
HIV Prevention Program Administrator
Delaware Division of Public Health
Thomas Collins Building
540 S. DuPont Highway
Suite 12, Room 203-D
Dover, DE 19901*

*Fax: (302) 739-2548
email: james.dickinson@state.de.us*

Restrictions on Communications with State Staff

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

Questions are due by close-of-business January 8, 2009 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSAL FOR HIV PREVENTION SERVICES
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

I. INTRODUCTION

A. Background

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the health of Delawareans;
- keeping track of the State's health;
- promoting positive lifestyles;
- promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

The Division of Public Health (DPH) is responsible for the administration of the HIV Prevention grant funded by the Centers for Disease Control and Prevention (CDC). DPH HIV Prevention Program is pleased to be in partnership with the Division of Substance Abuse and Mental Health (DSAMH) and the Ryan White Program (RW) in offering a complete program of HIV prevention to the citizens of Delaware as is possible. The cooperative funding of DPH and all its partners to fund the services in this RFP is vital to successfully reducing incidences of new HIV infection in Delaware.

It is the objective of DPH to direct as much of the grant funds as is possible directly to community-based organizations (CBOs) who are able to provide HIV/AIDS prevention services directly to the most at-risk populations of Delaware and to providers of professional services that can support and promote DPH funded CBO programs.

The program's mission is to:

- Reduce the rate at which Delawareans contract HIV.
- Reduce the number of Delawareans that are unaware that they have HIV.
- Ensure that HIV infected Delawareans are connected to prevention and treatment services.

Delaware's HIV/AIDS Prevention program is guided by the Comprehensive HIV Prevention 5-Year Plan (the Plan) which has been informed by national CDC HIV prevention initiatives and grant requirements. The Plan is developed by the Integrated HIV Planning Council (IPC), a community planning group that seeks the input of those infected and affected by HIV/AIDS, HIV prevention service providers, community

based-organizations, professional health care providers, epidemiologists and other professionals. This diverse group of experts uses HIV/AIDS/STD epidemiological data, service provision performance data, focus groups, direct population survey and a host of other data sources to produce a prioritized list of high-risk populations and the interventions that are proven effective to reduce the spread of HIV among the prioritized populations.

Please refer to the 2005-2009 Comprehensive HIV Prevention Plan (the 'Plan') for detailed background on HIV in Delaware. The Plan can be found at <http://www.delawarehiv.org/docs/PreventionPlan2005-09.pdf>

B. Project Goals

The Delaware Department of Health and Social Services (DHSS) is requesting proposals to provide HIV Prevention Services to the infected and affected populations of Delaware in alignment with the *Comprehensive HIV Prevention 5-Year Plan, 2005-2009* (the Plan).

This program is funded by a Federal HIV prevention grant issued by the CDC and administered by Division of Public Health (DPH). The grant is informed by the *CDC HIV Prevention Strategic Plan Through 2005* and other CDC sponsored initiatives. Currently pre-eminent among these initiatives is *Advancing HIV Prevention: New Strategies for a Changing Epidemic. (AHP)*

- <http://www.cdc.gov/mmwr/preview/mmwrhtml/mm5215a1.htm>
- <http://www.cdc.gov/hiv/partners/AHP/AHPIntGuidfinal.pdf>

The CDC initiative consists of four key strategies:

- Make HIV testing a routine part of medical care.
- Implement new models for diagnosing HIV infections outside medical settings
- Prevent new infections by working with persons diagnosed with HIV and their partners.
- Further decrease perinatal HIV transmission.

Implementation of these key strategies (and other grant requirements) in Delaware is guided by the *Delaware Comprehensive HIV Prevention Plan 2005-2009* (the Plan). A copy of the Plan can be found at:

<http://www.delawarehiv.org/docs/PreventionPlan2005-09.pdf>

The Plan was developed using epidemiological data specific to Delaware, in combination with the advice of the CDC AHP initiative, and prioritizes 6 populations that are most at-risk:

HIV POSITIVE

1. Injecting Drug Users (IDU/SA)
2. Men who have Sex with Men (MSM)
3. Heterosexuals (Het)

HIV NEGATIVE

4. Injecting Drug Users (IDU/SA)
5. Men who have Sex with Men (MSM)
6. Heterosexuals (Het)

Also identified are 4 special at-risk populations for research, monitoring and services:

7. Youth, 13-19: at lower risk, but would benefit from prevention activities.
8. Incarcerated persons: HIV infected/affected and spanning all risk behaviors.

NOTE: proposals for incarcerated individuals will be limited to youth facilities and/or facilities not directly administered by Department of Correction.

9. Seniors (50+)
10. Hispanics

The purpose of this program is to provide HIV prevention services intended to reduce the incidence of HIV infection to as many of these populations as is fiscally possible in the order that they are prioritized.

II. SCOPE OF SERVICES

Bidders may propose any combination of the below listed activities for any combination of the priority populations listed above within areas outlined in the Comprehensive HIV Prevention Plan (the Plan)

Each program/intervention shall be clearly identified and proposed individually and have a separate budget.

The DPH HIV Prevention Program reserves the right to negotiate the individual interventions of the proposal separately.

All bidders are encouraged to consult the CDC website for a list of evidence-based interventions for specific at-risk populations. http://www.cdc.gov/hiv/topics/prev_prog/index.htm

1. Community Education

- a. Community Education is provided to existing groups (i.e. church groups, workplace/employee groups, boy/girl scouts, Elk lodges and the like, etc.) to:

- b. Raise awareness of HIV within risk populations/behaviors (statistics, local impact, etc.)
- c. Teach how HIV is and is not transmitted and skills for avoiding infection
- d. Raise awareness of services available to meet community HIV related needs (testing, counseling, treatment, etc.)
- e. Encourage use of available services.
- f. Education will be provided at a level of language and detail appropriate to meet the needs of the specific audience at any given presentation.
- g. This service does not include the formation of new groups of people specifically for the purpose of providing HIV education or longer-term group-level interventions.
- h. Proposals will include the specific educational format, manual, protocol to be used.

2. Outreach

Outreach is provided to individuals in the community through door-to-door, on-street efforts or to individuals attending events such as health fairs, ethnic celebrations, music festivals, etc. The primary purposes of outreach services are to:

- a. Recruit at-risk individuals to HIV testing services. (including Social Networking Strategies)
- b. Reconnect known HIV infected individuals to treatment and case management services if the client has never accessed services or has been 'lost-to-care'.
- c. Raise awareness of services available to meet HIV related needs (testing, counseling, treatment, etc.)
- d. Encourage use of available services.

3. HIV Testing

- a. DPH supported HIV testing is (at this time) performed with the Unigold Rapid HIV Test kit requiring a blood sample obtained through finger stick.
- b. The service may be provided in the agency's offices and/or on mobile testing units (as approved by the DPH Laboratory and the HIV prevention program).
- c. All discovered cases of HIV infection must be reported to HIV surveillance in accord with Delaware Law.
- d. All workers providing DPH supported/contracted HIV testing must attend the DPH provided HIV Counseling & Testing course and be assigned a counselor number by the HIV Prevention Program.
- e. Each instance of HIV testing must be recorded on the form provided by the HIV Prevention Program and the form must be submitted to DPH within 2 weeks of the test date.
- f. The DPH Laboratory will provide confirmation testing of preliminary positive rapid screening results. The contractor will need to be able to obtain blood sample on-site or through verified agreement with a cooperating agency.

g. DPH will: provide needed training, Unigold testing kits and related laboratory services for selected contractors. Budgets for HIV testing services should not include line items for these items.

h. CDC recommendations for HIV Testing can be found at:

<http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5019a1.htm>

4. Referral to HIV Treatment & Case Management

a. All contracted HIV Prevention providers will be expected to provide active referral for any person newly diagnosed with HIV infection or any person that is already aware of his/her HIV+ status and has not access treatment or case management services or that has been 'lost-to-care'.

b. Active referral may include transportation of the client, accompanying the client to initial appointments, assisting the client to discover solutions to other barriers that prevent the client from accessing routine HIV care, verification of kept/missed appointments, etc.

c. This is not an on-going service, but is provided to the extent needed for the client to be securely connected to treatment and case management services provided through the Ryan White program.

d. Contractors should include the specific people/agencies and mechanisms that will serve as the primary conduit(s) for transfer of the client from prevention services to treatment/case management services.

5. Individual or Group Delivered Risk Reduction Counseling

The purpose of risk reduction counseling is to provide counseling and health education interventions to persons who are at high risk for HIV infection. The interventions promote and reinforce safe behavior. The participants may range from a single individual to couples, families, groups, or entire communities.

Risk reduction counseling is interactive. Such counseling assists clients in building the skills and abilities to implement behavior change. These programs offer training in the interpersonal skills needed to negotiate and sustain appropriate behavior changes. For example, sessions could concentrate on delaying the initiation of sexual activity, on methods for avoiding unsafe sex and negotiating safer sex, and on techniques to avoid sharing injecting drug paraphernalia. Risk reduction may be implemented in a variety of formats. The interventions may take the form of role plays, safer sex games, small group discussion, individual counseling, or group counseling.

Effective risk reduction counseling sessions:

- Emphasize confidentiality.
- Begin with an assessment of the specific HIV/STD prevention needs of the client(s).
- Identify, with the group or individual, the appropriate goals/objectives (e.g., condom use negotiation skills for female sex partners of IDUs).
- Use skills-building exercises designed to meet the specific needs of the client(s).

- Include negotiations with the client(s) on suggestions and recommendations for changing and sustaining behavior change as appropriate to their situation.
- Enable/motivate participants to initiate/maintain behavior change independently.
- Enhance abilities of the participant(s) to access appropriate services (e.g., referrals to drug treatment).

Risk Reduction Program Plans

An effective risk reduction program plan includes the following:

- Protocols and procedures specific to each activity and logistical check lists for implementation.
- Development of innovative behavior modification strategies.
- Provision for regular updates in techniques for skills building.
- Provisions for updates on client-focused approaches to risk reduction activities.
- Provision for updates in techniques for increasing facilitators' skills in managing group or one-on-one dynamics.

6. Comprehensive Risk Counseling Services

Comprehensive Risk Counseling and Services (CRCS, formerly PCM) is intensive, individualized client-centered counseling for adopting and maintaining HIV risk-reduction behaviors. CRCS is designed for HIV-positive individuals who are at *high risk* for acquiring or transmitting HIV and STDs and struggle with issues such as substance use and abuse, physical and mental health, and social and cultural factors that affect HIV risk.

- For people who are HIV-positive, psychosocial challenges such as depression or mental illness, substance use, or homelessness may adversely affect their ability to obtain medical care, adhere to HIV/AIDS treatment, and reduce risk behaviors.
- A client with an urgent need for housing, food, or treatment for substance use may find risk reduction difficult.
- Often, through less intensive, group-based prevention interventions, we find out that certain clients need the more intensive attention to risk reduction challenges such as that offered by CRCS.

Core elements

The 7 core elements of CRCS (referred to as 'essential components' in the 1997 *PCM Guidance*) – These elements should always be present in any CRCS program, although their design may vary to suit the client population, resources, and agency mission. The core elements are described in detail in the 1997 *PCM Guidance*² and are listed below.

1. Develop and implement a strategy to recruit and engage high risk clients

2. Screen clients to identify those who are at highest risk and appropriate for CRCS, enroll them in CRCS, and assess enrolled clients to determine specific risk and psychosocial needs
3. Develop an individualized prevention plan with goals and measurable objectives
4. Provide ongoing, multi-session intensive HIV risk and behavior change counseling
5. Coordinate client support with other case management programs and provide referrals as needed
6. Conduct on-going monitoring and reassessment of client progress and needs
7. Discharge clients when they attain and can maintain behavior change goals. In preparing discharge policies, agencies should establish protocols to classify clients as “active,” “inactive,” or “discharged.” Your agency should outline the minimum active effort required to retain clients. Finally, your CRCS program should be willing to readmit clients who need new or additional risk reduction support.

Note that CRCS is, by definition, an individual level intervention. CRCS clients often are referred to support groups in order to get them ready for CRCS or to help them cope after graduation from CRCS, but CRCS itself is conducted with only one client at a time, unless the client’s partner is involved in the sessions.

The CRCS Implementation Manual can be found at http://www.cdc.gov/hiv/topics/prev_prog/CRCS/resources/CRCS_Manual/index.htm

7. Contract Monitoring and Reporting

- a. Contract providers will report all contract activities in a manner determined by DPH. Currently, services are reported through a combination of web-based electronic reporting provided by CDC; paper-based HIV testing forms; Xcel-based budget and activity reporting forms. DPH reserves the right to change reporting requirements as needed to meet grant requirements. All reports will be submitted monthly, at minimum.
- b. Web access is mandatory for HIV prevention service providers.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is 12 months with the possibility of renewal for up to 4 additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will not be permitted for this project.

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

The proposed subcontractors must be approved by the Division of Public Health.

C. Funding Disclaimer Clause

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

D. Reserved Rights

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

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or modify any information, irregularities, or inconsistencies in proposals received;
- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and

release a new RFP, or take such other action as the Department may deem appropriate.

E. Termination Conditions

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

G. Payment:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

A. Bidder's Signature Form

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: March 31, 2009 @ 11:00 AM**).

C. Table of Contents

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

D. Qualifications and Experience

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project and/or the vendor will attach articles of incorporation and IRS certification of tax exempt status.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

Past performance of the agency and its proposed employees in implementing similar programs will be considered when evaluating proposals.

E. Bidder References

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered

from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

F. Proposed Methodology and Work Plan

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

- A copy or web address for any and all protocols, interventions, programs proposed will be included in proposals/work plan.
- If a protocol that is being proposed has already been implemented by a bidder in past years, evidence of efficacy must be included.
- If the program proposed was not successful in previous implementations, specific detail of how the program will be modified to address weaknesses must be included in the proposal.
- Programs using incentives will be required to implement a DPH standardized evaluation protocol.
- The work plan must include a proposed weekly schedule of activities accounting for work hours for each employee funded by HIV Prevention funds.
- If the bidder is splitting worker time between several projects, the total hour worked per week, the complete proposed weekly schedule of activities and the mechanism to monitor time allocated to this project must be included. (This includes **all** funding used to support the staff position.)
- Use of logic models is encouraged.
- The bidder is encouraged to include 'value added' notations as needed.

G. Statements of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

H. Standard Contract

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

V. BUDGET

Vendor will submit a line item budget describing how funds will be utilized. Budget should include an amount per hour along with an estimation of time per activity. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

- DPH will provide testing kits, testing instance forms, condoms and most training needs of workers not met by the bidder directly. Line items for these activities/supplies should not be included in budgets.
- Budgets should be presented with a separate column for each program, including funds from other sources used to support the program.
- Cost per client served must be included for each intervention proposed.

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) signed originals and six (6) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator
Division of Management Services
Delaware Health and Social Services
Main Administration Building
Second Floor, Room 259
1901 North duPont Highway
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

B. Closing Date

All responses must be received no later than **March 31, 2009 at 11:00 a.m.** Later submission will be cause for disqualification.

C. Notification of Acceptance

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

D. Questions

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed or emailed to:

*James Dickinson
HIV Prevention Program Administrator
Delaware Division of Public Health
Thomas Collins Building
540 S. DuPont Highway
Suite 12, Room 203-D
Dover, DE 19901*

*Fax: (302) 739-2548
email: james.dickinson@state.de.us*

Deadline for submission of all questions is close-of-business January 8, 2009. Written responses will be faxed or emailed to bidders no later than close-of-business January 30, 2009. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

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

F. Proposals Become State Property

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

G. Non-Interference Clause

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

H. Investigation of Bidder's Qualifications

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

I. RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

J. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

K. Cost of Proposal Preparation

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

L. Proposed Timetable

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

<u>Activity</u>	<u>Date</u>
Bid Opening	March 31, 2009 @ 11:00 AM
Selection Process Begins	April 6, 2009
Vendor Selection	April 13, 2009
Project Begins	July 1, 2009 for DSAMH funded contracts. January 1, 2010 for HIV prevention funded contracts.

M. Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General’s Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an

offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware’s Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

Past performance of the agency and its proposed employees in implementing similar programs will be considered when evaluating proposals.

If the proposal is complex and contains many services/interventions, each will be evaluated individually. Your proposal must clearly identify what services/interventions you are proposing.

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 39 points is possible.

Category	Weight
Meets mandatory RFP provisions	Pass/Fail
Ability to provide the service	15
1. Qualifications of vendor	3
2. Available resources	3
3. Access to target population	3
4. Past performance relative to similar programs	3
5. Uses a recognized method for accounting/payroll	3
Methodology Proposed	9
1. Services proposed fit needs as expressed in RFP	3
2. Proposed activities follow a logical sequence	3
3. Proposed interventions are evidence-based; proof of efficacy is provided.	3
Adequacy of Work Plan & Schedules	6
1. Timeline is appropriate to proposed staffing & activities.	3
2. Proposed staff FTE is appropriate for workload	3
Cost of Proposal	9

1. Cost per client	3
2. Salaries / FTE	3
3. Overall use of funds	3

Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

Definition of Scoring

Category	
Meets mandatory RFP provisions: <i>Determined by the Procurement Office. Those not passing will not be forwarded to the program for consideration</i>	
Ability to provide the service	
1.	<p style="text-align: center;">Qualifications of vendor</p> <p>3 = vender has extensive experience in managing similar programs and currently employs qualified staff</p> <p>2 = vender has extensive experience in managing similar programs and has reasonable plans to hire qualified staff</p> <p>1= vendor has some experience in managing similar programs and currently employs qualified staff and/or has reasonable plans to hire qualified staff</p> <p>0 = no experience managing similar projects and currently employs no qualified staff.</p>
2.	<p style="text-align: center;">Available resources</p> <p>3 = vender has well-developed infrastructure to support proposed activities.</p> <p>2 = vender has adequate infrastructure to support proposed activities.</p> <p>1= vender has minimal infrastructure to support proposed activities, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate infrastructure to support proposed activities and needs capacity building/technical assistance beyond DPH resources.</p>
3.	<p style="text-align: center;">Access to target population</p> <p>3 = vender has extensive and proven access to the population(s) proposed</p> <p>2 = vender has adequate and proven access to the population(s) proposed</p> <p>1= vender has minimal access to the population(s) proposed, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate access to the population(s) proposed and needs CB/TA beyond DPH resources.</p>
4.	<p style="text-align: center;">Past Performance</p> <p>3 = vender has proven ability to implement and achieve outcomes for HIV Prevention programs or similar behavior change programs.</p> <p>0 = vender does not have proven ability to implement and achieve outcomes for HIV Prevention programs or similar behavior change programs.</p>
5.	<p style="text-align: center;">Accounting Methodology</p> <p>3 = vender uses an accepted method of accounting practice</p>

0 = vender does not use an accepted method of accounting practice
Proposed Methodology
<p>1. Services proposed fit needs as expressed in RFP</p> <p>3 = proposal is solidly based on the RFP and supporting documents.</p> <p>2 = proposal is minimally based on the RFP and supporting documents, but could be improved through CB/TA provided by DPH.</p> <p>0 = vender does not have adequate access to the population(s) proposed and needs CB/TA beyond DPH resources.</p>
<p>2. Proposed activities follow a logical sequence</p> <p>3 = proposal includes logic model with clearly documented process and outcome expectations.</p> <p>2 = proposal includes inadequate logic model, but clearly identifies process and outcome expectations in another format.</p> <p>1 = proposal inadequately documents process and outcome expectations,</p> <p>0 = proposal does not have sufficient documented process or outcome expectation to be helped by available DPH CB/TA.</p>
<p>3. Proposed interventions are evidence-based; proof of efficacy is provided.</p> <p>3 = proposal includes references documenting efficacy of proposed intervention specific to the population to be served. (such as those included in CDC listings of DEBIs or the Compendium of Interventions: see CDC website.)</p> <p style="text-align: center;"><i>- or -</i></p> <p>includes references documenting efficacy of proposed intervention in other populations and clearly documented modifications of the intervention specific to the population.</p> <p>1 = proposal includes references documenting efficacy of proposed intervention in other populations, but lacks clearly documented modifications of the intervention specific to the population.</p> <p>0 = proposal does not have documented proof of efficacy for proposed interventions.</p>
Adequacy of Work Plan & Schedules
<p>1. Timeline is appropriate to proposed staffing & activities.</p> <p>3 = timeline is very efficient for tasks and FTEs proposed.</p> <p>2 = timeline is minimally acceptable for tasks and FTEs proposed, but could be improved through CB/TA provided by DPH</p> <p>1 = timeline is unacceptable for tasks and FTEs proposed, but could be improved through CB/TA provided by DPH</p> <p>0 = Timeline is unrealistic and cannot be improved by available DPH CB/TA.</p>
<p>2. Proposed staff FTE is appropriate for workload</p> <p>3 = Staff time is very well tailored and appropriate to proposed activities and interventions.</p> <p>2 = Staff time is acceptably tailored and appropriate to proposed activities and interventions.</p> <p>1 = Staff time is not well tailored and appropriate to proposed activities and interventions, but could be improved through CB/TA provided by DPH.</p> <p>0 = Staff time is unrealistic or wasteful and cannot be improved by available DPH CB/TA.</p>
Cost of Proposal
<p>1. Cost per client</p> <p>3 = Cost/potential benefit ratio is very high</p> <p>2 = Cost/potential benefit ratio is acceptable</p>

<p>1 = Cost/potential benefit ratio is low, but could be improved through CB/TA provided by DPH.</p> <p>0 = Cost/potential benefit ratio is low and cannot be improved by available DPH CB/TA.</p>
<p>2. Salaries / FTE</p> <p>3 = Salaries are well suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are appropriate / justified.</p> <p>2 = Salaries are well suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are unjustified.</p> <p>1 = Salaries are poorly suited to job requirements/ staff qualifications and adequate to minimize staff turn-over; salaries for general management of the program are appropriate and justified.</p> <p>0 = Salaries are unacceptable relative to job requirements / staff qualifications / management.</p>
<p>3. Overall use of funds</p> <p>3 = Allocations are efficient with little/no waste and in line with proposed activities.</p> <p>2 = Allocations are efficient with little/no waste and in line with proposed activities, but would benefit from DPH CB/TA.</p> <p>1 = Allocations have significant areas of waste, but could improve with DPH CB/TA.</p> <p>0 = Allocations are grossly inadequate or excessive relative to proposed activities.</p>

B. Project Costs and Proposed Scope of Service

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 the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

APPENDIX A:
BIDDERS 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.

APPENDIX B:
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

APPENDIX C

STATEMENTS OF 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: _____ / _____ / _____

APPENDIX D

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 A CLASSIFICATION LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____
NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____
COMPANY ADDRESS _____
TELEPHONE # _____
FAX # _____
EMAIL ADDRESS _____
FEDERAL EI# _____
STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

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

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

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

NOTARY PUBLIC _____ MY COMMISION 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 contact:

L. Jay Burks
Office of Minority and Women Business Enterprise
(302) 739-4206
Fax (302) 739-5561

APPENDIX E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

**DPH CONTRACT # _____
BETWEEN
THE DIVISION OF PUBLIC HEALTH,
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,
AND
[Contractor]
FOR
[TYPE OF SERVICE]**

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 B. 3. 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.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

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 to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health
417 Federal Street
Dover, DE 19901
Attn: Support Services Section

To the Contractor at:

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 ____.
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 \$25,000, 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 _____. 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, including providing testimony at any administrative proceedings arising from such investigations. 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.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure 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 title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and subcontractors are prohibited from using any tobacco products while on Department

property. This prohibition extends to personal vehicles parked in Department parking lots.

E. Authorized Signatures:

For the Contractor:

Signature

Name (please print)

Title

Date

For the Department:

Vincent P. Meconi
Secretary

Date

For the Division:

Jaime H. Rivera, MD, FAAP
Director

Date

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. 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 any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone: _____ - _____ - _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents monthly. Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)