



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

**REQUEST FOR PROPOSAL NO. PSCO-847**

**FOR**

**PHARMACY 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 9, 2009  
                         11:15 A.M. LOCAL TIME**

**A mandatory pre-bid meeting will be held on January 27, 2009 at 12:30 p.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-847

**Bids** for Pharmacy 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 **11:15 a.m. local time March 9, 2009**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **January 27, 2009 at 12:30 p.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 Deborah Wiggins at (302) 223-1431.

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](http://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](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 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 (PSC847) 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.

**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 PHARMACY SERVICES  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**Availability of Funds**

Funds are available for the selected vendor to perform services in the area of pharmacy services. Contract renewal is possible for up to five additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A **mandatory** pre-bid meeting will be required. The meeting will be held on **January 27, 2009 at 12:30pm** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building, 1<sup>st</sup> 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:

Deborah Wiggins  
Delaware Hospital for the Chronically Ill  
100 Sunnyside Road  
Smyrna, DE 19977  
Phone number :( 302) 223-1431  
Fax number: (302) 223-1501  
Email: deborah.wiggins@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 Deborah Wiggins 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 January 23, 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 submitted any questions or 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>

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**REQUEST FOR PROPOSAL FOR PHARMACY SERVICES  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH**

**I. OVERVIEW**

**A. INTRODUCTION**

This Request for Proposal (RFP) is being issued by the Division of Public Health (DPH), which is division of Delaware Health and Social Services (DHSS). The purpose of the RFP is to have a single contractor of pharmacy services for the division.

**B. BACKGROUND ON FACILITIES AND PROGRAMS (FOR FURTHER INFORMATION AND FACILITY/PROGRAM LOCATIONS) SEE BELOW LINK:**

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

DHSS is the single state agency that has authority and bears the responsibility for a statewide health and social services delivery system. It was created in 1970 as a part of the overall reorganization of Delaware State Government. Multiple and sometimes conflicting levels of town, county, and regional health and social service entities are minimized under this system.

The DPH operates three Long-term Care Nursing Facilities. The largest, Delaware Hospital for the Chronically Ill (DHCI), is budgeted for 230 beds and has an average daily census of 209. The Emily P. Bissell Hospital (EPBH) is budgeted for 85 beds and has an average daily census of 75. Governor Bacon Health Center (GBHC) is budgeted for 90 beds and has an average daily census of 85. A central pharmacy, at DHCI, is equipped as described in Exhibit A. This pharmacy supports DHCI, EPBH and GBHC, the twelve Public Health Clinics, twenty-eight School Based Health Centers, Delaware State University family planning services funded by the DPH Family Planning program, and Delaware's Immunization Program. The staff for this pharmacy are employed by a contractor who is responsible for managing the pharmacy and ensuring that medicine is dispensed according to Medicare, Medicaid, state and federal drug statutes and regulations and the immunizations are distributed in accordance with the requirements of the DPH Immunization Program. Drugs are ordered through a multi-state consortium and/or pharmacy wholesaler.

DPH currently provides pharmacy space at DHCI, with adequate square footage, security including alarm system, emergency electrical supply, and security rounds with temperature recording for refrigerators and freezers when the pharmacy is closed. Plumbing, electrical, and janitorial service are also provided by the DPH. Although pharmacy space will be

allocated as described above, the DPH is interested in an off-site option for the DPH programs listed in this RFP. However, all requirements listed in the DPH program's Scope of Services are considered minimal for either an on-site or off-site pharmacy.

As shown in Exhibit B the twelve Public Health Clinics operated by the DPH are located throughout the state. They provide direct clinical services for programs in family planning, sexually transmitted diseases, child health, tuberculosis, dental health, and HIV Wellness.

As shown in Exhibit B the twenty-eight School Based Health Centers funded by the DPH are located throughout the state. The centers provide various services such as the treatment of acute and minor illnesses, mental health counseling, sports physicals, immunizations, health counseling, STD screenings and treatment.

DPH also provides funding through the Family Planning program to Delaware State University for pharmacy services related to family planning services.

#### C. **DEFINITIONS**

C.1 Long-term Care: a range of services provided over an extended period to chronically ill, functionally impaired persons. The need for long-term care is not necessarily related to age. It may be more appropriately related to functional impairment and tends to be chronic rather than acute.

C.2 Public Health Clinic: any one of the twelve out-patient settings which provide a broad range of preventive and treatment services in areas such as family planning, sexually transmitted diseases, , child health , dental health, and HIV Wellness, tuberculosis. Clinic services are provided in conjunction with health education, thereby promoting goals of optimal health.

C.3. School Based Health Center: any one of the twenty-eight health centers located in Delaware schools which provides services in areas such as the treatment of acute and minor illnesses, mental health counseling, nutritional services, sports physicals, immunizations, health counseling, and STD screenings and treatment. Not every center provides all the services.

C.4. Delaware Immunization Program: the Delaware Immunization

Program provides vaccine to all of Delaware's Vaccine for Children physicians as well as the Public Health Clinics, the Hepatitis B Volunteer Fire Fighters program and any additional providers deemed appropriate by the Immunization Program. In addition to the purchase, storage, inventory and distribution of vaccine, the program provides physicians with current Vaccine Information Statements, Vaccine Administration forms and other relevant materials.

- C.5. Delaware State University Family Planning Services funded by DPH Family Planning Program: the DPH Family Planning Program provides funding for family planning clinic services for both private and public clinics. Pharmacy services shall be funded by the program for Delaware State University family planning related services.

## **II. SCOPE OF SERVICES**

### **1. DPH LONG TERM CARE FACILITIES**

#### **A. PERSONNEL REQUIREMENTS**

- A.1 Personnel sufficient to meet the requirements of this RFP which shall include:
  - A.1.1 Director of Pharmacy, licensed by the State of Delaware at the time of contract award;
  - A.1.2 Staff pharmacist(s) licensed by the State of Delaware at the time of contract award;
  - A.1.3 Support personnel necessary to implement and maintain pharmacy services.
- A.2 Successful bidder shall be responsible for all salaries, FICA taxes, unemployment taxes and employee benefits.
- A.3 DPH shall retain the right to accept or reject any staff as well as the right if dissatisfied with the performance of any personnel to require withdraw of personnel.
- A.4 Bidders are to submit actual or representative resumes of all staff who will be assigned to this project.
- A.5 A pharmacy organizational chart identifying positions by job title

and FTE.

**B. OPERATIONAL REQUIREMENTS**

- B.1 Order and requisition medications from vendors specified by the contract administrator;
- B.2 Ensure that credits are received when drugs are not purchased from a state contract;
- B.3 Attend bid development meetings and meetings to accept bids to support procurement of drugs when necessary;
- B.4 Coordinate any "charge backs" with DHCI's Business Office;
- B.5 Provide and maintain in good working order the following equipment:
  - B.5.1 transportation vehicles-
  - B.5.2 personal use computers and software;
  - B.5.3 copiers;
  - B.5.4 fax(s);
  - B.5.5 27 medication safety carts with blister pack compatibility for each resident's medication by dosage/ frequency i.e. depakote, 250 mg is ordered QID; there will be four blister packs of depakote. Medication carts are to have swipe card entry.
    - B.5.5.1 Describe medication cart(s) (specifications, capacities, security features etc) and provide picture of cart(s). More than one style for mediation chart may be presented. However, all aforementioned cart information shall be provided for each style of medication cart presented.
    - B.5.5.2 Describe maintenance program for medication carts
  - B.5.6 Other equipment.
- B.6 Pharmacy services to be available, at a minimum, from Monday-Friday, 8:00 a.m. to 6:00 p.m. and Saturday and Sunday from 9:00 a.m. to 1:00 p.m.
- B.7 Supply drugs to each facility, 24 hours per day, seven days per week including during declared States of Emergency.

- B.8 Operate pharmacy in accordance with state, federal and Delaware Board of Pharmacy Regulations.
- B.9 Perform drug pass reviews as requested.
- B.10 Research, answer and analyze Long-term Care (LTC) incident reports/medication errors reports within five (5) business days of receipt.
- B.11 Maintain a satellite pharmacy at DHCI and interim drug supplies at both GBHC and EPBH. The items to be stocked in the interim and satellite pharmacies shall be coordinated with the Clinical Directors of each facility.
- B.12 Perform both monthly nursing unit inspections and resident chart reviews as per the Delaware Board of Pharmacy and ADR requirements for Medicaid as a condition of participation;
- B.13 Maintain the Long-term Care approved formulary. Updated formularies shall be provided to each nursing unit, nursing supervisor's office and to the Directors' of Nursing and Clinical Services and others as requested by DPH.
- B.14 Provide pharmacy services to employees as specified in existing labor agreements and facility policies.
- B.15 Maintain emergency boxes on each nursing unit at each facility and review, replace and replenish supplies. The contents of the emergency boxes shall be agreed upon by the respective facility administration.
- B.16 Deliver, for approval by the contract administrator to each facility a complete Pharmacy Policy and Procedures Manual. The date for delivery shall be negotiated between the contactor and the contract administrator. The approved manual shall be placed at each nursing unit. The manual shall be updated annually and shall meet all the requirements of the Delaware Board of Pharmacy. Each nursing unit shall receive both an electronic and hard copy of the manual.
- B.17 Provide each nursing unit, annually, the most recent copy of Nursing Drug Handbook.

C. **PHARMACIST CONSULTING REQUIREMENTS**

- C.1 Pertain to all drug related matters including proper dosage, side effects, toxicities, and drug interactions:
  - C.1.1 Services shall be available twenty-four hours per day, seven days per week;
  - C.1.2 Most inquiries shall be handled immediately;
  - C.1.3 Pharmacist shall participate in resident Interdisciplinary Care Conferences (IDCCs);
  - C.1.4 Pharmacist shall comply with all OBRA regulations including the completion of a monthly drug regimen review as per OBRA. Tags F425ff and F429ff with Appendix N and ADR Investigative Protocol in the State Operations Manual.
  
- C.2 Clinical services including:
  - C.2.1 Pharmacokinetics, external nutrition, patient/family group and individual education, drug information upon request to nurse managers (including cost), parenteral nutrition and IV Therapy (drug preparation and solutions);
  - C.2.2 Coordination and consultation with new programs to meet changes in state and federal regulations.
  
- C.3 A pharmacist shall serve on the DHSS Pharmacy and Therapeutic Committee, Long-term Care Pharmacy and Therapeutic Committee, Infectious Disease Control Committee, Clinical Care Policy Committee and Quality Assurance Committee and all other appropriate committees. Pharmacist's responsibilities for reporting to these committees shall include, but not necessarily be limited to the following:
  - C.3.1 Adverse drug reactions review for last 18 months;
  - C.3.2 Drug and antibiotic utilization reviews;
  - C.3.3 FDA drug recalls;
  - C.3.4 Missing drug reports;
  - C.3.5 Formulary changes;
  - C.3.6 Quality Improvement reports;
  - C.3.7 Comparative data reports;
  - C.3.8 Drug administration errors;
  - C.3.9 Medication error tracking;
  - C.3.10 Drug costs (last 18 months) by sub-categories, average weekly cost per resident, formulary and non-formulary subtotals.
  - C.3.11 Drug Regimen Review Monitoring;

C.4 Contractor's Director of Pharmacy shall prepare analysis of safety, efficacy and cost for drugs recommended as additions to the DHSS formulary, in conformity with state pharmacy and therapeutics committees.

D. **IN-SERVICE REQUIREMENTS**

D.1 Provide/sponsor, at minimum, monthly in-service sessions at each facility:

D.1.1 Sessions shall be conducted by pharmacist;

D.1.2 Sessions shall be conducted during weekdays but may be scheduled on any shift;

D.1.3 Facilities may videotape presentations at its expense;

D.1.4 All in-service sessions shall carry, at a minimum, one CEU per in-service. from an approved provider of credit;

D.1.5 Twelve CEUs per year shall be offered at each facility.

D.2 An annual training schedule for each facility shall be developed. The schedule's development shall be coordinated with each facility's Staff Development Department and the contract administrator;

D.2.1 The annual training schedule shall be presented to the contract administrator by July 1 of each contract year;

E. **PHARMACY FORMS/RECORDS**

E.1 Submit a representative Medication Administration Record (MAR) which shall be used during the contract term. At a minimum, the MAR shall contain the information specified below (see Exhibit B for current MAR):

E.1.1 Medication name both generic and brand;

E.1.2 Dosage as ordered by physician;

E.1.3 Type;

E.1.4 Times and route of administration;

E.1.5 Stop date -discontinued medications shall be removed from MARs and Physician Order Sheets (POS) within one cycle (28 days) after discontinued;

E.1.6 Indicate which medications require with hold dose parameters;

E.1.7 A separate MAR record sheet shall be generated for each resident receiving enteral or supplemental feeding. The MAR

shall contain all of the information listed in E.2.1-E.2.6 above.

- E.1.8 Medications in time, frequency, alpha order, routine, and PRN.
- E.1.9 Special MARs developed for specific treatments (e.g. pain, dietary restrictions, diabetic treatments) - shall be flexible enough to meet other operational needs;
- E.1.10 Drug specific ADR information specified by nursing administration.
- E.1.11 Send recheck lists for the next week on a weekly basis.
- E.1.12 A listing of resident allergies (medication and food-maximum of six.)
- E.2 Submit a representative Physician Order Sheet (POS) generated before thirty (30) day expiration limitation for skilled patients and before sixty (60) day expiration limitation for intermediate care patients and as needed. At a minimum, the POS must provide the information listed below (see Exhibit C for current POS)
  - E.2.1 Original order date
  - E.2.2 Name of the medication (generic and brand names);
  - E.2.3 Strength;
  - E.2.4 Method and schedule of administration;
  - E.2.5 Treatment to be rendered and treatment schedule;
  - E.2.6 Four copies, the first lined;
  - E.2.7 A recertification statement containing all the information in Exhibit C.
- E.3 Prescription labels for stock and liquid medications and for medications to be taken on leave of absence by residents.
  - E.3.1 Labeling for both resident and employee medications shall meet all applicable State of Delaware laws and regulations.
  - E.3.2 All labels shall have generic and brand names.

F. **DRUG DISTRIBUTION REQUIREMENT**

Blister pack on a monthly schedule (physicians may request weekly schedules to trial medications for other reasons).

- F.1 Describe the blister pack system to be utilized including reordering information.

- F.2 Describe the system to notify nursing administration (DON/ADON) and unit nursing personnel of any changes in brand of drugs supplied and/or changes in appearance of drug.
- F.3 Describe the system to notify and coordinate with nursing administration prior to any changes in the pharmacy services system, which may affect medication administration.
- F.4 Fill floor stock medications and deliver floor stock medications for the nursing units of the facilities.
- F.5 Dispense influenza, pneumonia vaccines, PPD skin tests, needles and syringes for vaccines, and shall describe a system for accounting for all syringes.

G. **Pharmacy Data Report**

- G.1 The Pharmacy Service shall provide the following information monthly to each facility:

- G.1.1 Review of resident medication to include:

- g.1.1.1 Average medication cost per resident,
- g.1.1.2 resident's name
- g.1.1.3 medication name
- g.1.1.4 acquisition cost of each medication
- g.1.1.5 customary costs of each medication

- G.1.2 Residents (names and number) receiving 9 or more medications,

- G. 1.3 Number, categories and costs of medications dispensed by unit, shift, primary and secondary diagnoses

- G.1.4 Physician prescribing patterns,

- G.1.5 Cost savings efforts and results

- G.1.6 Floor stock dispensed by unit and costs.

- G.1.7 Syringe use and costs

- G.1.8 IV costs (DHCI and EPBH)

- G.1.9 Hours worked by pharmacy staff by position

- G.1.10 Supply Costs.

- G.2 The Pharmacy Service shall have the capacity to provide all of information in Exhibit D.

H. **IMPLEMENTATION PLAN**

Implementation Plan shall detail the implementation of the proposal from the date of contract award. At a minimum, the plan should include the following:

- H.1 A comprehensive plan for implementing all aspects (staffing, equipment acquisition, training etc). of the proposal implementation from the date of contract award to include timelines, milestones etc...
- H.2 A detailed narrative describing how the bidder shall coordinate implementation with both the Division of Public Health Long-term Care facilities and current contractor.

## **2. PROGRAM DESCRIPTION FOR PUBLIC HEALTH CLINICS**

### **A. PERSONNEL REQUIREMENTS**

- A.1 Contractor shall utilize DHCI pharmacy to provide a modern, computerized, patient/client care oriented comprehensive pharmacy service to the Public Health Clinics that shall include but not necessarily limited to the following:
  - A.1.1 Director of Pharmacy, licensed by the State of Delaware at the time of contract award.
  - A.1.2 Staff Pharmacist(s), licensed by the State of Delaware at the time of contract award and support personnel necessary to implement and maintain pharmacy services and a computerized pharmacy system for the Public Health clinic operations. A copy of all pharmacists' state licenses shall be submitted to the Contract Manager to remain on file throughout contract period.
- A.2 Personnel to provide courier services to each clinic site once a month and special deliveries for medications three times per week to State Service Centers (Northeast State Service Center, Porter State Service Center, Belvedere State Service Center, Delaware State Service Center, Limestone Building, Hudson State Service Center, Middletown Health Unit, James W Williams State Service Center, Milford State Service Center, Georgetown State Service Center, Edward W Pyle State Service Center, Anna P Shipley State Service Center) if needed.

- A.3 Personnel necessary to complete all assembly and packaging of drugs and entry of all prescriptions and other duties that may be required.
- A.4 Contractor shall be responsible for all salaries and wages, FICA taxes, withholding taxes, Workers' Compensation Insurance or fringe benefit programs during the term of this agreement. Contractor shall be responsible for all expenses for the recruitment of personnel. The state shall have no liability for personnel expenses of contractor's employees.
- A.5 Contractor shall hire and maintain competent and qualified personnel, licensed/certified in the State of Delaware where appropriate to perform the services assigned. The Division of Public Health shall retain the right to accept or reject any proposed staffing of personnel as well as the right if dissatisfied with the performance of any personnel to require withdrawal of personnel from pharmacy staff.

**B. PHARMACIST CONSULTING SERVICES**

- B.1 Contractor shall provide pharmacist consulting services to Public Health Clinics. Consulting services shall pertain to all drug related matters: proper dosage, side effects, toxicities, pharmacology, and drug interactions.
- B.2 Contractor shall provide clinical services on request. Drug information (including costs) shall be provided to clinic managers / clinicians. The contractor shall also provide consultation to existing and new programs as appropriate to program managers and clinicians.
- B.3 Contractor's Director of the Pharmacy or designated Pharmacist shall serve on the Community Health Pharmacy and Therapeutics Committees. Contractor's Director of Pharmacy responsibilities for reporting to these committees shall include, but not necessarily be limited to the following:
  - B.3.1 Adverse drug reactions reviews;
  - B.3.2 Drug and antibiotic utilization review;
  - B.3.3 FDA drug recalls;
  - B.3.4 Missing drug reports;
  - B.3.5 Formulary changes;
  - B.3.6 Quality Improvement reports;
  - B.3.7 Comparative data reports.

### **C. OPERATIONAL REQUIREMENTS**

- C.1 Contractor shall conduct bi-annual site audits at each Public Health Clinic site to assess compliance with inventory and quality assurance requirements developed by the Contractor.
- C.2 Contractor pharmacists shall perform site visits in the Public Health Clinic in compliance with the Delaware Board of Pharmacy requirements.
- C.3 Contractor shall use the Community Health approved formulary and current formularies shall be provided to each Public Health Clinic Manager.
- C.4 Public Health Clinics shall be supplied with medications (prepacks) specified in DPH standing orders. All medications shall be secured, stored, and labeled (generic and brand name) in compliance with applicable state and federal statutes and regulations at each facility and Public Health Clinics.
- C.5 Contractor shall provide information on the delivering of medications to each of the Public Health clinic sites.
- C.6 All Public Health Clinic drugs shall be packaged as prescribed and delivered to the designated clinic site. The most current dictation fact sheets with latest revision date shall be provided with each medication for client distribution. All drugs shall have the proper address, be packaged in a container that can withstand trauma of transportation and an invoice shall be included with each shipment of drugs.
- C.7 Contractor shall be responsible for providing pharmacy related supplies to the Public Health Clinic sites;
- D. Prescription labels for Public Health Clinics - Labels for stock, unit doses, and liquid medications shall meet all current applicable State of Delaware laws and regulations (all labels shall have generic and brand names).
- E. Client profile information shall be generated and maintained and shall adhere to the current, applicable State of Delaware laws and regulations.
- F. Reports that provide the information specified in Exhibit D shall be submitted monthly or quarterly depending on the report. Cumulative

reports shall be provided semi-annually and annually for each Public Health Clinic. Ad hoc reports shall be submitted as requested.

G. Reports - The bidder shall identify their capability and ability to provide the information and produce the reports required in this section.

H. Contractor shall deliver, for approval, a completed Pharmacy Policy and Procedures manual to each Public Health Clinic thirty days after executing the contract. The manual shall be updated and distributed annually.

H.1 Contractor shall comply with all Department of Health and Social Services, Division of Public Health policies and procedures pertaining to pharmacy and matters of medical care, including the Division of Public Health's systems for confidentiality statements.

H.2 Contractor shall provide pharmacist who, upon receipt of a written prescription, shall review all orders and patient profiles, prior to dispensing to the clinics, for drug allergies and interactions. Any discrepancies shall be clarified with the prescribing physician or nurse practitioner before proceeding to complete the order and preparing the medication for packaging and delivery to the Public Health clinics.

H.3 Contractor shall requisition pharmaceuticals from State of Delaware contracts exclusively, except when a medication is not provided under statewide pharmaceutical contracts established by the Division of Purchasing. If the medication(s) cannot be obtained through a State of Delaware contract, the contractor can requisition the medication(s) from a wholesaler or directly from the manufacturer. The contractor shall maintain on hand levels of medication to ensure prompt and accurate service to the Public Health Clinics.

H.4 Contractor shall maintain an inventory system that ensures prompt and accurate service and shall include, but is not limited to the following:

H.4.1 Economic reorder points;

H.4.2 Established par levels;

H.4.3 Prompt rotation of stock;

H.4.4 Timely return of outdated medications;

H.4.5 Collection and reporting of items in stock and expired items;

H.4.6 Reports on the return of expired drugs.

- H.5 The contractor shall provide all transportation vehicles, computers and software, copiers, and other equipment necessary for their internal use.
- H.6 The contractor shall provide proper monitoring of inventory through an established Quality Assurance Program that ensures proper dating and the use of efficacious medications.
- H.7 The contractor shall have an organized continuous quality assurance program, which regularly monitors critical success factors and reports to the Community Health Pharmacy and Therapeutics Committee.

I. **DRUG DISTRIBUTION SYSTEM**

- I.1 Any change in supply brand for medications shall require immediate notification of clinic managers.
- I.2 Contractor shall notify clinic managers of any changes in brand of drugs supplied and concomitant changes in appearance of drug.
- I.3 The contractor shall dispense anti-TB medications for Directly Observed Therapy (DOT) in customized patient medication packages. There are approximately fifty to sixty patients on DOT annually. The average length of treatment ranges from six to nine months. The customized packaging is necessary for clients receiving DOT in the community in order to provide safe treatment for the patient and staff.
- I.4 Expired medications shall be returned to the contractor for credit and appropriate disposal per state and federal regulations. The contractor will issue credit for any returned medication permitted by State and/or Federal regulations. Unused unit-dosed medications and unopened bulk medications will be returned to the contractor for credit. The contractor will adjust any Medicaid claims appropriately. The contractor will provide credit within 30 days of return. No medication shall be supplied with an expiration date of less than 90 days.

J. **IN-SERVICE REQUIREMENTS**

- J.1 Contractor shall make available to the Public Health Clinics a minimum of two in service training sessions per year in Kent (Milford area) and New Castle counties and all in service sessions shall carry Delaware Board of Nursing contact hour credit from an approved

provider and may be videotaped;

K. **IMPLEMENTATION PLAN**

Implementation Plan shall detail the implementation of the proposal from the date of contract award. At a minimum, the plan should include the following:

- K.1 A comprehensive plan for implementing all aspects (staffing, equipment acquisition, training etc) of the proposal implementation from the date of contract award to include timelines, milestones etc...
- K.2 A detailed narrative describing how the bidder shall coordinate implementation with both the Division of Public Health, Public Health Clinics and the current contractor.

3. **PROGRAM DESCRIPTION FOR DELAWARE STATE UNIVERSITY (DSU) FAMILY PLANNING RELATED SERVICES FUNDED BY THE DPH FAMILY PLANNING PROGRAM.**

A. **PERSONNEL REQUIREMENTS**

- A.1 Contractor shall utilize DHCI pharmacy to provide pharmacy services to DSU Student Health Center for family planning related services that shall include but not necessarily limited to the following:
  - A.1.1 Director of Pharmacy, licensed by the State of Delaware at the time of contract award.
  - A.1.2 Staff Pharmacist(s), licensed by the State of Delaware at the time of contract award and support personnel necessary to implement and maintain pharmacy services and a computerized pharmacy system for DSU family planning related services. A copy of all Pharmacists' state licenses shall be submitted to the Contract Manager to remain on file throughout contract period.
- A.2 Personnel to provide courier services to the DSU Student Health Center once per month.
- A.3 Personnel necessary to complete all assembly and packaging of drugs and entry of all prescriptions and other duties that may be required.

- A.4 Contractor shall be responsible for all salaries and wages, FICA taxes, withholding taxes, Workers' Compensation Insurance or fringe benefit programs during the term of this agreement. Contractor shall be responsible for all expenses for the recruitment of personnel. The state shall have no liability for personnel expenses of Contractor's employees.
- A.5 Contractor shall hire and maintain competent and qualified personnel, licensed/certified in the State of Delaware where appropriate to perform the services assigned. The Division of Public Health shall retain the right to accept or reject any proposed staffing of personnel as well as the right if dissatisfied with the performance of any personnel to require withdrawal of personnel from pharmacy staff.

**B. PHARMACIST CONSULTING SERVICES**

- B.1 Contractor shall provide pharmacist-consulting services to DSU. Consulting services shall pertain to only contraceptive drug related matters: proper dosage, side effects, toxicities, pharmacology, and drug interactions.
- B.2 Contractor shall provide clinical services on request. Drug information (including costs) shall be provided to clinic managers/clinicians. The contractor shall also provide consultation to existing and new programs as appropriate to program managers and clinicians.
- B.3 Contractor's Director of the Pharmacy or designated Pharmacist shall serve on the Community Health Pharmacy and Therapeutics Committees. Contractor's Director of Pharmacy responsibilities for reporting to these committees shall include, but not necessarily be limited to the following:
  - B.3.1 Adverse drug reactions reviews;
  - B.3.2 Drug and antibiotic utilization review;
  - B.3.3 FDA drug recalls;
  - B.3.4 Missing drug reports;
  - B.3.5 Formulary changes;
  - B.3.6 Quality Improvement reports;
  - B.3.7 Comparative data reports.

C. **OPERATIONAL REQUIREMENTS**

- C.1 Contractor pharmacists shall perform site visits at the DSU Student Health Center in compliance with the Delaware Board of Pharmacy requirements.
  - C.2 Contractor pharmacists shall perform site visits in the Public Health Clinic in compliance with the Delaware Board of Pharmacy requirements.
  - C.3 Contractor shall use the Community Health approved formulary.
  - C.4 DSU shall be supplied with only contraceptive medications specified in DSU standing orders. All medications shall be secured, stored, and labeled (generic and brand name) in compliance with applicable state and federal statutes and regulations at the DSU Student Health Center.
  - C.5 Contractor shall provide information on the monthly delivery of medications to the DSU Student Health Center.
  - C.6 DSU drugs shall be packaged as prescribed and delivered to the Student Health Center. Most current medication fact sheets shall be provided with each medication for client distribution. All drugs shall have the proper address, be packaged in a container that can withstand trauma of transportation and an invoice shall be included with each shipment of drugs.
  - C.7 Contractor shall be responsible for providing pharmacy related supplies to the Public Health Clinic sites;
- D. Labels for stock, unit doses, and liquid medications shall meet all current applicable State of Delaware laws and regulations (all labels shall have generic and brand names).
- E. Reports that provide the information specified in Exhibit D shall be submitted monthly. A cumulative report should be provided semi-annually and annually as specified. Ad hoc reports are required as requested.
- F. Reports - The bidder shall identify their capability and ability to provide the information and produce the reports required in this section.
- G. Contractor shall deliver a completed Pharmacy Policy and Procedures

manual to DSU Student Health Center thirty days after executing the contract. The manual shall be updated and distributed annually.

- G.1 Contractor shall comply with all Department of Health and Social Services, Division of Public Health policies and procedures pertaining to pharmacy and matters of medical care, including the Division of Public Health's systems for confidentiality statements.
- G.2 Contractor shall provide pharmacist who, upon receipt of a written prescription, shall review all orders and patient profiles, prior to dispensing to the clinics, for drug allergies and interactions. Any discrepancies shall be clarified with the prescribing physician or nurse practitioner before proceeding to complete the order and preparing the medication for packaging and delivery to the Public Health clinics.
- G.3 Contractor shall requisition pharmaceuticals from State of Delaware contracts exclusively, except when a medication is not provided under statewide pharmaceutical contracts established by the Division of Purchasing. If the medication(s) cannot be obtained through a State of Delaware contract, the contractor can requisition the medication(s) from a wholesaler or directly from the manufacturer. The contractor shall maintain on hand levels of medication to ensure prompt and accurate service to the Public Health Clinics.
- G.4 Contractor shall maintain an inventory system that ensures prompt and accurate service and shall include, but is not limited to the following:
  - G.4.1 Economic reorder points;
  - G.4.2 Established par levels;
  - G.4.3 Prompt rotation of stock;
  - G.4.4 Timely return of outdated medications;
  - G.4.5 Collection and reporting of items in stock and expired items;
  - G.4.6 Reports on the return of expired drugs.
- G.5 The contractor shall provide all transportation vehicles, computers and software, copiers, and other equipment necessary for their internal use.
- G.6 The contractor shall provide proper monitoring of inventory through an established Quality Assurance Program that ensures proper dating and the use of efficacious medications.

- G.7 The contractor shall have an organized continuous quality assurance program, which regularly monitors critical success factors and reports to the Community Health Pharmacy and Therapeutics Committee.

**H. DRUG DISTRIBUTION SYSTEM**

- H.1 Any change in supply brand for medications shall require immediate notification to the DSU Student Health Center clinician.
- H.2 Contractor shall notify the DSU Student Health Center clinician of any changes in brand of drugs supplied and concomitant changes in appearance of drug.
- H.3 Expired medications shall be returned to the contractor for credit and appropriate disposal per state and federal regulations. The contractor will issue credit for any returned medication permitted by State and/or Federal regulations. Unused unit-dosed medications and unopened bulk medications will be returned to the contractor for credit. The contractor will adjust any Medicaid claims appropriately. The contractor will provide credit within 30 days of return. No medication shall be supplied with an expiration date of less than 90 days.

**I. IMPLEMENTATION PLAN**

Implementation Plan shall detail the implementation of the proposal from the date of contract award. At a minimum, the plan should include the following:

- I.1 A comprehensive plan for implementing all aspects (staffing, equipment acquisition, training etc). of the proposal implementation from the date of contract award to include timelines, milestones etc...
- I.2 A detailed narrative describing how the bidder shall coordinate implementation with both the Division of Public Health, DSU Family Planning Related Services and the current contractor...

**4. PROGRAM DESCRIPTION FOR SCHOOL-BASED HEALTH CENTERS**

**A. PERSONNEL REQUIREMENTS**

- A.1 Contractor shall utilize DHCI pharmacy to provide a modern, computerized pharmacy service to School Based Health Centers that shall include but not necessarily be limited to the following:

- A.1.1 Director of Pharmacy, licensed by the State of Delaware at the time of contract award.
- A.1.2 Staff Pharmacist(s), licensed by the State of Delaware at the time of contract award and support personnel necessary to implement and maintain pharmacy services and a computerized pharmacy system for School Based Health Centers. A copy of all pharmacists' state licenses shall be submitted to the Contract Manager to remain on file throughout contract period.
- A.2 Personnel to provide courier services to School Based Health Centers on a monthly basis.
- A.3 Personnel necessary to complete all assembly, packaging of drugs, data entry of all drug orders and other duties that may be required.
- A.4 Contractor shall be responsible for all salaries and wages, FICA taxes, withholding taxes, Workers' Compensation Insurance or fringe benefit programs during the term of this agreement. Contractor shall be responsible for all expenses for the recruitment of personnel. The state shall have no liability for personnel expenses of contractor's employees.
- A.5 Contractor shall hire and maintain competent and qualified personnel, licensed/certified in the State of Delaware where appropriate to perform the services assigned. The Division of Public Health shall retain the right to accept or reject any proposed staffing of personnel as well as the right if dissatisfied with the performance of any personnel to require withdrawal of personnel from pharmacy staff.

**B. PHARMACIST CONSULTING SERVICES**

- B.1 Contractor shall provide pharmacist-consulting services to School Based Health Centers. Consulting services shall pertain to all drug related matters: proper dosage, side effects, toxicities, pharmacology, and drug interactions.
- B.2. Contractor shall provide clinical services on request. Drug Information (including costs) shall be provided to School Based Health Center Managers and School Based Health Center Director.

B.3 Contractor's Director of the Pharmacy or designated Pharmacist shall serve on the Community Health Pharmacy and Therapeutics Committees. Contractor's Director of Pharmacy responsibilities for reporting to these committees shall include, but not necessarily be limited to the following:

- B.3.1 Adverse drug reactions reviews;
- B.3.2 Drug and antibiotic utilization review;
- B.3.3 FDA drug recalls;
- B.3.4 Missing drug reports;
- B.3.5 Formulary changes;
- B.3.6 Quality Improvement reports;
- B.3.7 Comparative data reports.

**C. OPERATIONAL REQUIREMENTS**

- C.1 The Contractor shall conduct an annual site audit of 3 selected School-Based Health Centers upon mutual agreement with the Director of School-Based Health Centers. The assessment will include compliance with inventory and quality assurance requirements developed by the Contractor. Written results of the audit will be sent to the Director of the School Based Health Centers.
- C.2 Contractor pharmacists shall perform site visits in the School-Based Health Centers in compliance with the Delaware Board of Pharmacy requirements.
- C.3 Contractor will provide a minimum of one in-service to School-Based Health Centers at one of the SBHC Medical Provider meetings.
- C.4 Contractor shall use the Community Health approved formulary for School-Based Health Centers and current formularies shall be provided to each School-Based Health Center Manager.
- C.5 School Based Health Centers shall be supplied with medications specified through medication orders directly received from School Based Health Centers to be used in accordance with standard prescriptive guidelines. All medications shall be secured, stored, and labeled (generic and brand name) in compliance with applicable state and federal statutes and regulations at each School Based Health Center.
- C.6 Contractor shall provide information on the monthly delivery of

medications to each of the School Based Health Center sites.

- C.7 School Based Health Center drugs shall be packaged as prescribed and delivered to the designated center site. Updated Medication Fact Sheets with the actual revision date will be provided with each medication for client distribution. The SBHC Director will be notified of any updated Medical Fact Sheets and such updates will be communicated to the centers when updates occur. All drugs shall have the proper address, be packaged in a Container that can withstand trauma of transportation and an invoice shall be included with each shipment of drugs.
- C.8 Contractor shall comply with all Department of Health and Social Services, Division of Public Health policies and procedures pertaining to pharmacy and matters of medical care, including the Division of Public Health's systems for confidentiality statements.
- C.9 Contractor shall requisition pharmaceuticals from State of Delaware contracts exclusively, except when a medication is not provided under statewide pharmaceutical contracts established by the Division of Purchasing. If the medication(s) cannot be obtained through a State of Delaware contract, the contractor can requisition the medication(s) from a wholesaler or directly from the manufacturer. The contractor shall maintain on hand levels of medication to ensure prompt and accurate service to the School Based Health Centers.
- C.10 Contractor shall maintain an inventory system that ensures prompt and accurate service and shall include, but is not limited to the following:
  - C.3.1 Economic reorder points;
  - C.3.2 Established par levels;
  - C.3.3 Prompt rotation of stock;
  - C.3.4 Timely return of outdated medications;
  - C.3.5 Collection and reporting of items in stock and expired items;
  - C.3.6 Reports on demand for management expenses for the return of expired drugs.
- C.11 The contractor shall provide all transportation vehicles, computers and software, copiers, and other equipment necessary for their internal use.
- C.12 The contractor shall provide proper monitoring of inventory through an established Quality Assurance Program that ensures proper

dating and the use of efficacious medications.

- C.13 The contractor shall have an organized continuous quality assurance program, which regularly monitors critical success factors and reports to the Community Health Pharmacy and Therapeutics Committee.
- D. Labels for stock, unit doses, and liquid medications shall meet all current applicable State of Delaware laws and regulations (all labels shall have generic and brand names).
- E. Reports that provide the information specified in Exhibit D shall be submitted monthly. A cumulative report should be provided semi-annually and annually for each School- Based Health Center category specified in Exhibit D and any Ad hoc reports if requested.
- F. Reports - The bidder shall identify their capability and ability to provide the information and produce the reports required in this section.
- G. Contractor shall deliver; for approval, a completed Pharmacy Policy and Procedure Manual to each School-Based Health Center thirty days after executing the contract. The manual shall be updated annually.
  - G.1 Contractor shall comply with all Department of Health and Social Services, Division of Public Health policies and procedures pertaining to pharmacy and matters of medical care, including the Division of Public Health's systems for confidentiality statements.
  - G.2 Contractor shall provide pharmacist who, upon receipt of a written prescription, shall review all orders and patient profiles, prior to dispensing to the clinics, for drug allergies and interactions. Any discrepancies shall be clarified with the prescribing physician or nurse practitioner before proceeding to complete the order and preparing the medication for packaging and delivery to the Public Health clinics.
  - G.3 Contractor shall requisition pharmaceuticals from State of Delaware contracts exclusively, except when a medication is not provided under statewide pharmaceutical contracts established by the Division of Purchasing. If the medication(s) cannot be obtained through a State of Delaware contract, the contractor can requisition the medication(s) from a wholesaler or directly from the manufacturer. The contractor shall maintain on hand levels of medication to ensure prompt and accurate service to the Public Health Clinics.

- G.4 Contractor shall maintain an inventory system that ensures prompt and accurate service and shall include, but is not limited to the following:
  - G.4.1 Economic reorder points;
  - G.4.2 Established par levels;
  - G.4.3 Prompt rotation of stock;
  - G.4.4 Timely return of outdated medications;
  - G.4.5 Collection and reporting of items in stock and expired items;
  - G.4.6 Reports on the return of expired drugs.
- G.5 The contractor shall provide all transportation vehicles, computers and software, copiers, and other equipment necessary for their internal use.
- G.6 The contractor shall provide proper monitoring of inventory through an established Quality Assurance Program that ensures proper dating and the use of efficacious medications.
- G.7 The contractor shall have an organized continuous quality assurance program, which regularly monitors critical success factors and reports to the Community Health Pharmacy and Therapeutics Committee.

**H. DRUG DISTRIBUTION SYSTEM**

- H.1 Any change in supply brand for medications shall require immediate notification to the medical providers and the School Based Health Center Director.
- H.2 Contractor shall notify medical providers and the School Based Health Center Director of any changes in brand of drugs supplied and concomitant changes in appearance of drug.
- H.3 Expired medications shall be returned to the contractor for disposal by the contractor per state/federal regulations. The contractor will issue credit to DPH and the appropriate center for any returned medication permitted by state and/or federal regulations.

**I. IMPLEMENTATION PLAN**

Implementation Plan shall detail the implementation of the proposal from the date of contract award. At a minimum, the plan should include the following:

- I.1 A comprehensive plan for implementing all aspects (staffing, equipment acquisition, training etc). of the proposal implementation from the date of contract award to include timelines, milestones etc...
- I.2 A detailed narrative describing how the bidder shall coordinate implementation with both the Division of Public Health School Based Health Centers and the current contractor.

**6. PROGRAM DESCRIPTION FOR THE DELAWARE IMMUNIZATION PROGRAM.**

**A. SCOPE OF SERVICES**

- A.1 The Contractor agrees to provide pharmacy services to the Delaware Immunization Program that shall include, but not be limited to the following:
  - A1.1 Furnish routine and emergency prescription and pharmaceutical services for immunology section.
  - A.1.2 Provide pharmaceutical ordering services and equipment required for ordering biologicals (vaccines/ immunoglobulins) from manufacturers and wholesalers.
  - A.1.3 Provide reasonable information and assistance as requested for the purpose complying with requests of state and federal agencies.
  - A.1.4 Cost will be covered under a fixed annual fee.

**III. CONDITIONS OF THIS REQUEST FOR PROPOSAL**

**A. FUND 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.

**B. PAYMENT FOR SERVICES**

- B.1 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.
- B.2 Separate, itemized invoices submitted monthly shall be completed for each of the following programs:
- Long Term Care;
  - Public Health Clinics;
  - School-Based Health Centers;
  - Delaware State University Family Planning Related services;
  - Delaware Immunization Program
- B.3 The monthly invoices shall contain all of the information listed in IV. C.5.1-C.6.3.

**C. RESERVED RIGHTS**

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

- Select a proposal other than those 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;
- If negotiations fail to result in an agreement within two weeks, DHSS may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as DHSS may deem appropriate;
- To evaluate the financial capability of prospective bidders to the agency's satisfaction.

D. **CONTRACT TERMINATION CONDITIONS**

- D.1 DHSS may terminate all or a part of the contract resulting from this request any time the contractor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.
- D.2 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.

E. **STANDARDS FOR CONTRACTORS**

The contract with the primary contractor shall bind sub or co-contractors to the prime contractor by the terms, specifications and standards of this RFP and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of DHSS under the RFP and also with respect to the services to be performed by the sub, or co-contractor, so that the sub, or co-contractor shall not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub, or co-contractor and DHSS.

The use of subcontractors will be permitted for this project with prior approval of the Division of Public Health.

F. **ASSIGNMENT OF CONTRACTOR STAFF**

- F.1 All staff identified by the contractor in the proposal as available for

assignment to this project shall be assigned to this project until the tasks for which they were proposed have been completed by them to the state's satisfaction unless:

- F.2 An individual terminates his employment with the contractor, or
- F.3 An individual becomes physically or mentally unable to carry out the duties assigned by the contractor, or
- F.4 The Division requests that the contractor remove, with just cause, an individual from the project.
- F.5 In the event an individual leaves the project for any reason, the contractor shall provide a replacement, who shall be acceptable to DHSS with sufficient promptness to ensure the project to continue on schedule.
- F.6 The contractor shall not hire employees, or retain any person other than a bona fide employee working primarily for the firm offering the pharmacy services, to solicit or secure this agreement, and that the contractor has not paid or agreed to pay any person, company, or corporation other than a bona fide employee of the awarded bidder, who is performing said services, any fee, gift or other consideration, resulting in award of this agreement. Violation of this agreement allows the agency the right to terminate the awarded agreement and proposal without liability.

G. **LIABILITY REQUIREMENTS**

Contractor shall, at sole expense, procure and maintain during the term of this contract comprehensive general liability insurance coverage including pharmacist's professional liability for protection from such claims for property damage, bodily injury as may arise from operation of said pharmacy under this AGREEMENT. Contractor's insurance shall provide minimum coverage of \$1,000,000.00 single limit per occurrence and aggregate for general liability, \$1,000,000.00 each claim and \$3,000,000.00 aggregate for Pharmacists' Liability, and \$1,000,000.00 aggregate for personal injury. In addition, said insurance coverage shall include umbrella liability coverage for contractor of at least \$10,000,000.00.

H. **NON-INTERFERENCE**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, manuals, literature, books and any other

relevant materials and work shall automatically become property of the State. The awarded bidder shall not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of this award or in the future tense.

I. **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.

IV. **CONTRACT INFORMATION**

A. **CONTRACT TERM**

A.1 Contract term is 60 months with the possibility of renewal for up to five (5) additional years contingent on funding and additional needs to be addressed.

A.2 Appropriate negotiation of project cost increases shall be reviewed by both parties upon extension agreement.

B. **DOCUMENTATION REQUIREMENTS**

B.1 Resumes of Professional Staff

B.2 Copies of all pharmacists' State of Delaware licenses

C. **COST INFORMATION**

Bidders may submit cost sheets for either an in-house pharmacy housed at DHCI or an off-site pharmacy.

C.1 Costs sheets for each contract year and the contract term for the following are to be submitted:

C.1.1 Long Term Care Facilities

C.1.2 Public Health Clinics

C.1.3 School Based Health Centers

C.1.4 DPH Family Planning Program for Delaware State University

C.1.5 Delaware Immunization Program

C.2 A single cost sheet that combines all of the above shall be

submitted for each contract year.

C.3 A single Cost Sheet that includes all costs for the contract term shall be submitted. All cost sheets shall be in a line item format.

C.4 All cost sheets shall indicate if the cost sheet is for an in-house pharmacy or an off-site pharmacy.

C.5 At a minimum, the following information shall be provided in each Cost Sheet:

C.5.1 Personnel costs by position including salaries, payroll taxes and employee benefits, number of FTE's by position, and percentage of time positions shall be assigned to project;

C.5.2 Contract services including legal, repair and servicing of equipment, insurance, professional fees, printing, and duplication;

C.5.3 Travel including vehicle operating costs;

C.5.4 Consumable supplies including office supplies, postage, shipping and clinical;

C.5.5 Equipment and furniture;

C.5.6 Staff training;

C.5.7 Cost of establishing and operating pharmacy management system;

C.5.8 Administrative costs;

C.5.9 Implementation costs.

C.6. Cost to deliver medications directly to each public health clinic, school based health center, and Delaware State University (addresses attached).

C.6.1 Costs to deliver medications to the GBHC and the EPBH.

C.6.2 Costs to deliver medications to the Public Health Clinics

C. 6.3 All costs not listed above.

D. **STANDARD CONTRACT**

Exhibit H 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. **INSTRUCTIONS TO BIDDERS**

A. **SUBMISSION INFORMATION**

A.1 **Proposals shall be received by the Delaware Health and Social Services' Procurement Office on or before 11:15 a.m. on March 9, 2009.**

**Number of Copies Required:**

Two (2) original CDs (Each Labeled as "Original") and six (6) CD copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to three (3) additional CDs (Each labeled "Corporate Confidential information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

**It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.**

**Bidders will no longer be required to make hard copies.**

A.2. Copies of responses to this RFP shall be submitted to:

Ms. Sandra Skelley, Procurement Administrator  
Delaware Health and Social Services  
Main Administration Bldg.  
Second Floor, Room 259  
Procurement Section  
Herman M. Holloway, Sr. Campus  
1901 N. DuPont Highway  
New Castle, DE 19720

Late proposals shall **not** be accepted. There shall be a public **opening of the bids at 11:15 a.m. on March 9, 2009** in the Procurement Office on the DHSS Campus. Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

- A.3 All proposals become the property of the State of Delaware and shall not be returned to the prospective contractor. The state shall not divulge the specific contents of any particular proposal to the extent that the contractor identifies the contents as privileged or confidential.
- A.4 The contents of the RFP shall be incorporated into the final contract and shall become binding upon the successful contractor. If the prospective contractor is unwilling to comply with the requirements, terms, and conditions of the RFP, objections shall be clearly stated in the proposals. Objections shall be considered and may be subject to negotiation at the discretion of the state.
- A.5 The content of each proposal shall be considered binding on the prospective contractor and subject to subsequent contract confirmation if selected. The content of the successful proposal shall be included by reference in any resulting contract. The bidder shall verify that all prices, terms and conditions contained in the proposal shall remain fixed and valid for one (1) year after the proposal due date.
- A.6 Amendments to proposals shall not be accepted after the submission deadline for proposals has passed. The state reserves the right any time to request clarifications and/or further technical information from any or all prospective contractors submitting proposals.
- A.7 All costs of proposal preparation shall be borne by the prospective contractor.
- A.8 Scope of Service requirements are minimal, exceeding the requirements may result in additional points awarded.

B. **BIDDERS MEETING**

A **mandatory pre-bid meeting** will be held on **January 27, 2009 at 12:30pm**. The meeting shall be held in room 198, 1<sup>st</sup> floor, Main Administration Building, Herman Holloway Campus, 1901 N. DuPont

Highway, New Castle DE 19977. The purpose of the meeting shall be to answer questions regarding solicitation procedures and technical and programmatic questions.

C. **QUESTIONS**

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to: Delaware Hospital for the Chronically Ill, 100 Sunnyside Road, Smyrna, DE 19977. Fax number 302-223-1501. Email: Deborah.wiggins@state.de.us. Deadline for submission of all questions is January 23, 2009. Written responses will be faxed or emailed to bidders no later than February 9, 2009. Please include your fax number and/or your email address with your request.

D. **TIMETABLE**

- C.1 Advertisement - January 5, 2009
- C.2 Pre-Bid Meeting - January 27, 2009
- C.3 Bid Opening - March 9, 2009
- C.4 Selection Process Begins (Tentative) - March 10, 2009
- C.5 Vendor Selection (Tentative) - March 31, 2009
- C.6 Contract begins - July 1, 2009

E. **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. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

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.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

F. **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. Letters of reference from organizations with the ability to provide current (within the past 5 years) information related to the proposing firm's ability to perform the duties outlined in the RFP may be included if desired by the bidder.

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.

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. (Exhibit G)

H. **INVESTIGATION OF CONTRACTOR'S QUALIFICATIONS**

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

I. **CERTIFICATION, REPRESENTATION AND ACKNOWLEDGEMENTS**

Bidding contractors shall certify to the conditions specified in Exhibit E by submitting a signed copy with their proposal. No proposal shall be considered without the certification page signed.

J. **PROPOSAL FORMAT**

J.1 Each bidder shall submit Two (2) original CDs (Each Labeled as "Original") and six (6) CD copies (Each labeled as "Copy") as stated in Section V.A.1. Instruction to Bidders.

J.2 The Proposal shall provide bidder's responses to the RFP's Scope of Services. Please include all of the following when preparing the technical proposal in the format and order of presentation described below:

J.2.1 Section I. Organizational Information

Qualifications and experience to perform the required work; evidence of corporate stability; evidence of prior, successful experience in providing pharmaceutical services to large facilities and clinics; include references, Letters of Reference, and list all contracts with the State of Delaware for past three years, and detailed organizational chart.

J.2.2 Section II. Scope of Services

Address each of the DPH programs separately:

- Section 11.1 Long-term Care Facilities
- Section 11.2 School Based Health Centers
- Section 11.3 Delaware Immunization program
- Section 11.4 Delaware State University
- Section 11.5 Public Health Clinics

J.2.3 Section III. Cost Proposal

The Cost Proposal shall contain all costs for the project and shall be in the format as described in Section IV .C.1-C 6.3 of this RFP.

J.3. **Bidder's Signature form**

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

#### J.4. 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 9, 2009 11:15am**).

#### J.5. Table of Contents

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

### K. 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 offer or pertaining to this RFP shall be considered public information and shall 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 offer or must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

## VI. SELECTION PROCESS

- A. The Proposal Review Committee shall be comprised of members appointed by DHSS. The committee shall determine the proposing firms that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§6981, 6982. The committee may negotiate with one or more proposing firms during the

same period and may, at its discretion, terminate negotiations with any or all-proposing firms. The committee shall make a recommendation regarding contract negotiations to the Division Director.

B. Proposal Selection Criteria

The Proposal Review committee shall assign up to the maximum number of points as stated in this section for each evaluation item to each of the proposing firms. All assignments of points shall be the sole discretion of the Proposal Review Committee.

Proposals submitted in response to this RFP shall contain all of the essential information on which the evaluation decision shall be made. The information that is required to be submitted in response to this RFP has been determined by the committee in the proposal review and evaluation process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a proposing firm and participate in the Proposal Review Committee's review and evaluation process. Proposals that do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification.

The committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest cost;
- Reject any and all proposals received in response to this RFP or to make no award or issue a new RFP;
- Waive or modify any information, irregularity, or inconsistency in proposals received;
- Request modification to proposal from any or all contractors during the review and negotiation;
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.

The Proposal Review Committee shall rate each proposal using the following criteria:

Review Category	Review Detail	Maximum Score
<b>Scope of Services</b>		<b>150</b>
	Consulting	50
	In-service	50
	Operating Requirements/QA	50
<b>Plans/Operations</b>		<b>175</b>
	Operational	50
	Drug Distribution	25
	Capability and ability to provide required information and reports/ Inventory Management and Quality Assurance process/ Medication information and delivery process/ Requisition and Invoicing process	50
	Implementation Plan	50
<b>Qualifications/ Experience</b>		<b>75</b>
	Resumes/Licenses/ Bidder References	25
	Corporate Qualifications, Experience and Corporate Stability	50
<b>Personnel/Staff Complement</b>		<b>25</b>
	Personnel	25
<b>Cost Proposal</b>		<b>75</b>
	Cost Sheets by Program	75
<b>MAXIMUM TOTAL</b>		<b>500</b>

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

## EXHIBIT A

### Equipment at DHCI Pharmacy and Immunology Clinic

Item	Quantity
1. typewriter	1
2. small refrigerator	1
3. large two door commercial safe	1
4. electro-shelf carts	5
5. Drug-O-Matic pill counter	1
5. medication bins	
6. assorted office furniture	
8. food mixing machine	1
9. med hood	1
10. spot mount cooler	2
11. fax machine	1
12. large refrigerator	1
13. computers	11
14. printers	9

**EXHIBIT B**

**MEDICATION ADMINISTRATION RECORD (MAR) – Not available electronically but will be available at the Pre-bid Meeting,**

**EXHIBIT C**

**PHYSICIAN ORDER SHEET – Not available electronically but will be available at the Pre-bid Meeting,**

**EXHIBIT D**  
**Monthly Reports**

A. Long-term Care Facilities

I. Number of medications

A. Facility total

1. number of prescriptions (medications orders)
2. number of doses ordered

B. Floor total

1. number of prescription (medications ordered)
2. number of doses ordered

C. Patient total

1. number of prescriptions (medications ordered)
2. number of doses ordered

D. Average medications per patient

1. Facility total
2. By floor

E. Number of patients on >X medications

1. Facility total
2. By floor
3. Line listing of patients exceeding value by floor

F. Non-formulary medications

1. Facility total # of prescriptions (not doses)
2. Floor total # of prescriptions
3. Line listing of patients on non-formulary medications by floor

II. Cost Data

A. Facility costs

1. Unit dose
2. Floor stock
3. Total

B. Average cost per patient

1. Facility average
2. Floor average
3. Line listing of patients >X by floor

C. Most costly medications

1. "N" most costly medications - total cost to facility (where N is at least 15)
2. "n" most costly medications - unit cost
3. Non-formulary costs
  - a. Facility total
  - b. Floor total

- D. Cost of purchases versus cost of dispensed items
- III. Quality data
- A. Adverse drug reactions
    - 1. Facility total
    - 2. Floor totals
  - B. Medication errors
    - 1. Facility total
    - 2. Floor totals
  - C. Drugs used in excess of recommended dosage
    - 1. Facility total
    - 2. Floor totals
    - 3. Line listing by floor
  - D. Drug utilization audit report
    - 1. Listing of patients on medications "X" or medication class "X" by floor
    - 2. PRN medication usage
      - a. Facility total prescriptions
      - b. Facility total doses administered
      - c. Floor total prescriptions
      - d. Floor total doses administered
      - e. PRNs used daily for >30D - line listing by floor
      - f. PRNs not used for >60D - line listing by floor
    - 3. Hypnotics continuously used >30d
    - 4. Use of 2 or more hypnotics
    - 5. Use of 2 or more antipsychotic medications
    - 6. Use of 3 or more analgesics
    - 7. Use of antibiotics/steroidal ophthal preps >30D
    - 8. Use of H2 blockers >90d
- B. Public Health Clinics-monthly, semi-annually, and annually
- I. Number of units ordered, cost per unit, date ordered, and drug description
    - 1. Clinic sites
    - 2. Clinic programs
  - II. Total Cost Summary Report
    - 1. Clinic sites
    - 2. Clinic programs
    - 3. Patient where applicable ie., tuberculosis

- III. Rendered Pharmaceutical
  - 1. Clinic
  - 2. Programs
  - 3. Site
  - 4. Patient
- IV. Expired Drugs (only semi-annually)- data elements should be medication name, date the site received the medication, date of expiration of medications, date of return to the Pharmacy and dollars lost due to expiration.
  - 1. site
  - 2. Kent/Sussex Counties
  - 3. New Castle County
- V. Most Costly Medications (only semi-annually) - data elements should contain medication name, number of units, cost per unit, total
  - 1. site
  - 2. Kent/Sussex County
  - 3. New Castle
  - 4. Total for all sites
- C. School Based Health Centers - monthly, semi-annually, and annually
  - H. Number of units Ordered, cost per unit, drug description, and date ordered.
    - 1. SBHC site
    - 2. SBHC program
  - II. Total Cost Summary Report
    - 1. SBHC Site
    - 2. SBHC program
- D. Delaware State University Family Planning services - monthly, semi-annually, and annually
  - I. Number of units ordered, cost per unit, drug description, and date ordered
  - II. Total Cost Summary Report

**EXHIBIT E**

*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:

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**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

**EXHIBIT F**  
***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 DELAWARE 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.

**EXHIBIT G**



**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: \_\_\_\_\_

## **EXHIBIT H**

### **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 sub-contractors 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.



**EXHIBIT I**

**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.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

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

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

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

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

**Women Owned Business Enterprise (WBE):**

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

**Minority Business Enterprise (MBE):**

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

**Corporation:**

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

**Partnership:**

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

**Individual:**

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561