

REQUEST FOR PROPOSALS (PSC#871)

Two (2) original CDs (Each Labeled as “Original”) and six (6) CD copies (Each labeled as “Copy”) for EMPLOYABILITY AND SOCIAL SERVICES TO DELAWARE’S REFUGEE CLIENTS for the Division of Social Services, Delaware Health and Social Services, Herman M Holloway, Sr. Campus, 1901 N. DuPont Highway, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:00 A.M. local time, on July 14, 2009 at which time they will be opened, read and recorded.

In addition to and included in the above package, 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 of the above (2 CDs labeled as original and six CD copies and the confidential materials must be in PDF and Microsoft Word formats.

Again, the proposal package must be received on or before July 14, 2009, 11:00 AM local time.

ALL MUST BE SENT TO THE ATTENTION OF:

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

All inquiries regarding this RFP should be directed to:

Thomas Hall
1901 N. DuPont Highway New Castle DE 19720
Telephone: (302) 255-9605
Fax: (302) 255-4425
E-mail: Thomas.Hall@state.de.us

All RFP-PSCs can be obtained online at <http://www.dhss.delaware.gov/dhss/rfp/fundopps.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) 255-9291.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

IMPORTANT: ALL PROPOSALS MUST INCLUDE OUR SEVEN-DIGIT PSC#871 -- NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

If you do not intend to submit a bid and you wish to be kept on our mailing list, you are required to return the face sheet with “NO BID” stated on the front with your company’s name, address and signature.

FOR FURTHER BIDDING INFORMATION, PLEASE CONTACT:

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

PHONE: (302) 255-9290

The contract(s) resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware, 19720, within ten (10) days after receipt of “Notice of Award”. The letter must specify reasons for request.

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

I. INTRODUCTION

The Department of Health and Social Services (DHSS) is the single State agency mandated by the Federal Government and the State of Delaware to administer state and federally funded financial assistance programs for Delaware's needy citizens and refugee arrivals. Within the Department, the Division of Social Services is directly responsible for these programs which include Delaware's Temporary Assistance for Needy Families Program, Food Supplement Program, General Assistance, Emergency Assistance, Subsidized Child Care, and Refugee Resettlement.

The mission of the Division of Social Services is to protect vulnerable populations and provide an integrated system of opportunities, services, and income supports that enable low-income individuals and families to develop self-sufficiency and achieve and maintain independence.

In accordance with the Division's mission, the Refugee Resettlement Program (RRP) is designed to lead to employment and self-sufficiency.

The Purpose of Refugee Resettlement Program is to provide for the effective resettlement of refugees and to assist them to achieve economic self-sufficiency as quickly as possible. To ensure this goal is met, employability services are the focus of the program. Services provided are intended to enable refugees to obtain jobs with less than one year of participation. Case management and employability services routinely continue beyond the start of employment. These services aid refugees in achieving and maintaining economic self-sufficiency, family stability, and community acculturation within the first few years of arrival.

While a federally mandated order of priority has been established as detailed below, all clients meeting eligibility requirements are expected to receive prompt and equal access to refugee services. This expectation is based on a manageable, steady but moderate, number of refugees entering Delaware annually. During federal fiscal year 2008 the social service contractor worked with 70 refugees and maintained a monthly active caseload of approximately 30 clients. Twenty of these case were in the U.S. for less than one year when referred to the contractor. The majority of remainder of the caseload were clients who had resided in the country for less than five years.

To assist the neediest refugees to become self-sufficient, states are required to provide social services to refugee clients in the following priority order except in certain individual extreme circumstances:

- All newly arriving refugees during their first year in the U.S. who apply for services,
- Refugees who are receiving cash assistance,
- Unemployed refugees who are not receiving cash assistance, and

- Employed refugees in need of services to retain employment or to attain economic independence.

To be eligible for RRP services, an individual must have been awarded one of the following U.S. Immigration and Naturalization Service (INS) statuses:

1. Paroled as a refugee or asylee.
2. Admitted as a refugee under Section 207 of the Immigration and Nationality Act (INA).
3. Admitted as an asylee under Section 208 of the INA.
4. Admitted for permanent residence, provided the individual previously held one of the above statuses.
5. Amerasians from Vietnam and accompanying family members.
6. Cuban or Haitian nationals known to INS for whom no final order of deportation or exclusion has been issued.
7. Former citizens of Afghanistan and Iraq given Special Immigration Visas

Any person belonging in one of the above immigration categories and eligible to receive Refugee Resettlement Program services will be called a refugee in this RFP's discussion.

Generally, an individual must have resided in the U.S. for less than 60 months to be eligible for most services. There is no time limitation for referrals to mainstream programs and emergency translation services. Services will be provided based on need and available funding and determined on a case by case basis for refugees/asylees who have resided longer than 60 months in the United States.

The State of Delaware and its contractors will provide services within the parameters as detailed in federal regulations and for the population as defined by those same regulations and/or within the parameters of granted waivers. Federal Regulations specifying the population, and nature/scope of services can be found in the Code of Federal Regulations, Title 45, Volume 2, Parts 200 to 499, particularly Part 400—Refugee Resettlement Program. Code of Federal Regulations, Title 45, Volume 2, Part 400 can be found online at: http://www.acf.hhs.gov/programs/orr/policy/45cfr400_00.htm .

II. SCOPE OF SERVICES

Services to be provided by the contractor

Direct Client Services:

1. Case Management
2. Acculturation and family self sufficiency promotion
3. Employability Services including English language training and job training.
4. Job development/search/readiness services
5. Completion of a DSS approved Self Sufficiency Plan for all clients
6. Services to help refugees retain employment or to attain economic independence.

These comprehensive services are detailed below with a description of services, definition of terms, eligibility criteria, and geographic criteria. Services should be provided in the most appropriate manner possible, meaning certain principles require greater emphasis. These principles are also detailed below. Additionally, the anticipated number of arrivals and program budget is included. In developing their proposals, bidders should pay particular attention to these elements and to the proposal evaluation criteria.

7. Jointly manage refugee cases referred to Delaware's TANF employment and training vendors.
8. Verify compliance with all required medical screenings, recommended treatments, and vaccinations

Administrative Services:

9. Assist in completing required federal reporting including but not limited to: Federal ORR II, quarterly QPR reports, State annual goal plan and annual service plan.
10. Enter data recording client progress toward employment goals and self sufficiency in the DCIS II electronic data system.
11. Track and verify employment hours, full time status, and part time status as required in ORR State letter # 09-03 (attached)

Program Priorities and Description of Associated Services:

1. Case Management:
Employability assessment

Employability plan development
Employability plan monitoring
Family self-sufficiency plan development
Verification of follow through with required medical screenings,
vaccinations, and treatments
Referrals to mainstream services
Follow-up

2. Employability Services:

English language training
Life skills training
Employability enhancement
Referrals to mainstream training sources
Job search
Job placement/job development activities
Transportation
Collaboration and joint case management of cases with Delaware's TANF
employment and training vendors.

3. Services to help refugees retain employment or to attain economic independence:

Information and referral services
Outreach services
Emergency services
Transportation
Translation
Short-term supportive counseling

Definitions/Descriptions of program component terms:

Emergency Services: Assessment and short-term counseling to persons or families in a perceived crisis; referral to appropriate resources; and the making of arrangements for necessary services.

Employability Assessment Services: Includes aptitude and writing testing.

Employability Enhancement: Includes world-of-work and job orientation, job clubs, and job workshops.

Employability Plan: An individualized written plan for a refugee registered for employment services that sets forth a program of services intended to result in the earliest possible employment of the refugee.

Family Self-Sufficiency Plan: A plan that addresses the employment-related service needs of the employable members in a family for the purpose of enabling the family to become self-supporting through the employment of one or more family members.

Outreach Services: Includes activities designed to familiarize refugees with available services, to explain the purpose of these services, and facilitate access to these services.

Eligibility Criteria: Refugee/Entrant status (per appropriate INS documentation) age 16 or older.

Geographic Area: Statewide.

Number of clients receiving services in Delaware per year: in 2007 the social services contractor worker with 81 clients, in 2008, 70 clients received services. The average monthly caseload was approximately 32 cases over the two year period.

Applicable Principles: To ensure services are provided in the most appropriate manner possible; bids will be rated in accordance to how closely they adhere to the following principles:

- Services must be provided in a manner that is linguistically and culturally compatible with a refugee's background.
- Refugee specific services should be provided through a separate service system.
- English Language Training must be provided in a concurrent time period with employment or with other employment related services.
- Refugee women should have the same opportunities as men to participate in training and instruction.
- A Family Self-Sufficiency Plan must be developed for anyone who receives employment related services. The Plan should contain individual employability plans for members of the same family.

AUTOMATED LINKAGE

DCIS II Access Requirements

Contractors must be able to access the DSS DCIS II automated client information system. The selected contractor will provide a computer(s) on their own Internet service account that provides them access to the internet. (Windows XP Professional SP2 with Internet Explorer 6.0 or better is required).

Contractor will be responsible to meet State defined remote access requirements as outlined below:

- Contractor is responsible for assigning an IT Technician to support contractor PC issues.
- Contractor must have Internet access
- Contractor will access the DCIS system via the DHSS Citrix Secure Gateway webpage: <https://csg.dhss.delaware.gov>
- Contractor PCs must run Windows XP and Internet Explorer V 6.0 or higher.
- Contractor IT Technicians must install appropriate Citrix Client on all contractors PCs that will need to access DCIS II.
- Contractor must ensure that contractor's printers are compatible with Citrix.

- Contractor users will be issued a DHSS APPS domain ID and password as well as a DCIS ID and password by DHSS.
- Citrix install instructions and compatible printer list can be obtained here: <http://www.dhss.delaware.gov/dhss/dms/irm/files/citrixclientinstall.pdf>

Any costs to replace or upgrade PCs or software in order to access DCIS II will be borne by the contractor

In addition, the Contractor **must** ensure they have the capability of sending and receiving FAXES. (Revised 6/2009 IRM)

III. TERMS AND CONDITIONS

The following provisions constitute the terms and conditions of the contractual agreement between the State of Delaware, Department of Health and Social Services (DHSS) and its contractor.

Length of Contract

Contract period will be from October 1, 2009 to September 30, 2010. This contract may be extended on a yearly basis for 5 years following September 30, 2010 upon the agreement of all parties, the availability of funds and that there be no additional price considerations.

Vendor(s) to be selected

This bid will be awarded to one to three bidders. If one bidder is chosen they will be required to provide services statewide.

Contract Composition

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

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

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

In the event of any conflict between the terms and provisions of this contract and other documents executed preliminary to construction of this contract, the terms and

provisions of this contract shall prevail over conflicting terms and provisions in these other documents.

Funding disclaimer clause

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

Reserved Rights

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

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

Contract Termination Conditions

The Department may terminate the contract(s) resulting from this request at any time that the contractor fails to carry out the provisions of the proposal or make substantial progress under the terms specified in this request and the resulting proposal.

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

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

The contract may be terminated in whole or part:

- a. By the Department upon five (5) calendar days' written notice for cause or documented unsatisfactory performance.
- b. By either party without cause upon thirty (30) calendar days' written notice to the other party, unless a longer period is specified.

Contract Transition

In the event the contract is awarded to another contractor, through contract expiration or termination of the current contract, the contractor will develop a plan to facilitate the smooth transition of contracted functions either back to the State or to another contractor as designated by the State. This closeout plan must be approved by the State.

Contract Monitoring

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

Method of Payment

Services will be compensated for based on monthly performance outcomes (see performance contracting below).

Invoices are to be submitted monthly for services completed in the preceding month.

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

The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

Performance Contracting

100% of the contractor payments will be based on the contractor's achievement of monthly performance outcomes. Payment per outcome will be agreed upon during contract negotiations. Performance outcomes are designed to ensure that program goals are met. As State and Federal goals change, outcome measures will be modified to reflect those changes:

Contractor billing must list each program outcome, the name of each person completing that goal, and the cost per outcome. Clients must be identified by name, social security number, alien number, birth date, country of nationality, date of entry into the U.S., sex, and current employment status.

For clients who have entered employment, the starting wage rate, work start date, number of hours worked per week, and the availability of employer supported health benefits

must be specified. DHSS requires employment follow-up at 90 days, 180 days, and one year after job start.

Regular program participation data will also be input/received through the DCIS 2 information system, this requirement will necessitate the availability of a secure and DSS compatible computer station at the vendor's location.

Performance Outcomes used in 2008-2009

In 2009 the total contract amount was divided by 12 to arrive at an amount the contractor could earn each month. The contractor could earn the entire month's budgeted amount if 100% of the performance outcome measures were achieved. The chart below details the performance outcomes and the percentage of the monthly budget amount associated with each outcome. A similar methodology is expected to be used in the contract(s) that result from this RFP.

Performance Outcome Measure	Percentage of monthly budgeted amount associated with each performance outcome
1. Face to face contact with new referrals within 10 working days of referral	20.00%
2. Completion of initial Self Sufficiency plan within 10 working days (of initial contact) for new clients and all self sufficiency plans updated monthly.	20.00%
3. All clients have physical screenings and immunizations scheduled or completed, and have been given instructions in a language appropriate form within seven working days of first contact	12.00%
4. At least one documented face to face contact per month for each open case for level 1 clients and at least one email/phone/letter, etc. contact per month for level 2 clients.*	32.00%
5 A. All unemployed clients are enrolled with an E&T vendor within two weeks of the first face to face contact.	-
5 B. Clients who failed to attend an orientation within the timeline set in 5A in previous month(s) have attended an orientation	8.00%
6. All clients receiving RCA or TANF cash assistance met their employment and training requirements. To meet this requirement a client must be enrolled with an Employment and Training vendor and have met his/her weekly E&T participation requirements for every full week beginning with Monday and ending on Sunday during the month.	8.00%

*Categorization of Clients as per Intensity of Service

Level 1: Unemployed or those émigrés not engaged in education or training programs leading to employment or

Émigrés residing in US for less than 12 months or Émigrés with incomplete medical data as per Federal and State requirements or
Émigrés with incomplete Family Self-Sufficiency Plan
Level 2: Émigrés presently employed more than 60 days or Émigrés enrolled in training programs or TANF providers

The structure above was presented for informational purposes. Bidders may propose an alternative performance based reimbursement structure for consideration. Bidders should be responsive to the reimbursement plan as presented but will be allowed to detail alternative structures which link vendor reimbursement to measurable client achievements/milestones.

Proposal Becomes State Property

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

RFP and Final Contract

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

Proposal and Final Contract

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

Amendments to Proposals

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

Cost of Proposal Preparation

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

Investigation of Contractor's Qualifications

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any

offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these as additional references and may contact these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and may be factored into the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

Certifications, Representations, Acknowledgments

Bidding contractors must certify that:

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

Non-Interference Clause

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

Ownership Rights

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

failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

Federal/State Access Rights

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

Standard for Subcontractors

The contract with the prime contractor will bind subcontractors to the prime contractor by the terms, specifications and standards of this statement of work and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the State with respect to the services to be performed by the subcontractor, so that the subcontractor will not prejudice such rights. The use of subcontractors on this project must have the prior approval of the State.

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

Irrevocable License

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

Non-Discrimination

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

Right to a Debriefing

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

requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

Hiring Provision

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

Anti Lobbying

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

Anti Kick-back

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

Delaware Contract Language

Section VII contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

Project Cost

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

Public Record

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

IV. FORMAT AND CONTENTS OF BIDDER RESPONSE

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

Transmittal Letter

The Transmittal Letter shall be written on the bidder's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal CD's have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the bidder (by amendment issue date), to warrant that the bidder is aware of all such amendments in the event that there are any; if none have been received by the bidder, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

The transmittal letter should be included in the proposal package.

Title Page

The Title Page shall include:

- ◆ The RFP PSC # and subject
- ◆ The name of the applicant
- ◆ The applicant's full address
- ◆ The applicant's telephone number
- ◆ The applicant's email address
- ◆ The organization's tax identification number
- ◆ The name, title, phone, fax, email of the designated contact person
- ◆ The bid opening date (state the date and time)
- ◆ The designated contract period for the service, according to the RFP, if listed

Table of Contents

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

Executive Summary

A summary of the bidder's corporate mission, goals and resources, including previous relevant experience, staff, and financial stability must be included. Here the organization can summarize the experiences in this state and possibly others that have prepared it for taking on the challenge of this service.

Qualifications and Experience

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

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

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

Bidder References

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

The bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department., Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by the paragraph may be grounds for immediate rejection of the bid/termination of the contract (if awarded).

Proposed Methodology

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

Budget Proposal Format

The projected cost should be detailed using a line item budget format, detailing direct client costs and indirect costs (those not related to direct client services) budget narrative, personnel costs by position including percentage of time devoted to the service, equipment and supplies, travel, contractual, etc.

The bidder should describe any factors that may have an impact on the contract cost and should provide a suggested performance based payment schedule. See the **Performance Contracting** section for a more thorough discussion of performance based contracting and examples.

Forms

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

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

The *Statement of Compliance Form* must be signed by the appropriate authorized representative and included in the back portion of the submitted proposal, to assure that he/she will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

The *Office of Minority and Women Business Enterprise Self-Certification Tracking Form* and *Definitions*. If the proposer wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response.

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

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

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

APPENDIX A: ORR State Letter

OFFICE OF REFUGEE RESETTLEMENT

State Letter #09-03

TO: STATE REFUGEE COORDINATORS
WILSON/FISH ALTERNATIVE PROGRAMS
NATIONAL VOLUNTARY AGENCIES

FROM: David H. Siegel
Acting Director
Office of Refugee Resettlement

SUBJECT: Employment Criteria and Reporting Guidance for Refugee Employment Services

This letter is intended to provide clarification to States, Wilson/Fish agencies and replacement designees responsible for statewide refugee programs, and voluntary agencies participating in the Matching Grant Program, regarding ORR refugee employment criteria and performance reporting.

Background:

ORR authority for monitoring employability services and measuring employment outcomes is found in part in the regulation at *45 CFR 400.81, Criteria for appropriate employability services and employment*. These criteria and other employment-related definitions are also found in the *Matching Grant Program Guidelines, Wilson/Fish Policies, Systems, Procedures & Forms Manual*, and the instructions for completing the Annual Outcome Goal Plan (AOGP) and the ORR-6 Performance Report.

ORR is aware that employment providers are increasingly challenged by the growth of the non-permanent labor pool, described as “on-call,” temporary, seasonal and/or contract labor. Acceptability of these types of employment is provided for at *45 CFR 400.81(7)*, “...if such work meets the other standards of this section.” However, as clients piece together various employment assignments in achieving self-sufficiency, it is often unclear to the service provider how to report full-time (FT) and part-time (PT) entered employment for ORR reporting purposes.

Clarification:

Following are ORR’s recommendations for determining how to report FT and PT employment:

- Review *45 CFR 400.81, Criteria for appropriate employability services and employment.*
- Compute the number of compensated hours averaged over a two-week period for FT employment at greater than or equal to 35 hours per week, and for PT employment as less than 35 hours per week.
- Use the client’s pay stub as the most reliable documentation to indicate FT or PT status, hours worked, wage per hour (or salary), and taxes paid.
- In the absence of a pay stub, verify and document employment via the employer's stated description of FT or PT employment, and, in the case of self-employed, the client's documentation of taxable earnings.
- Use the client’s SSN to verify employment through your State’s labor and wage database. Each State requires public and private employers to file quarterly employment statistics for positions covered by Unemployment Insurance (UI). Statistics include month of employment, FT/PT status and wage earned. Contact your State Department of Labor for access to this information.

“On-call” employment is not a preferred employment situation for ORR-funded employment services if not providing regularly scheduled work sufficient to generate compensation meeting the requirements of the Family Self-Sufficiency Plan (*45 CFR 400.71*). Also, ensure that the criterion at *45 CFR 400.81(8)* for wage acceptability is applied when determining viability of on-call employment.

Resources:

1. Access the following Bureau of Labor Statistics (BLS) link for determining wage appropriateness and other wage and labor data: <http://www.bls.gov/ncs/ect/#data>.
2. Refer to ORR website (http://www.acf.hhs.gov/programs/orr/policy/orr_policy.htm) for relevant State Policy Letters:

#07-13, *ORR Employment Outcomes: Refugee as Employee and Refugee as Self-Employed*

#07-08, *ORR Recommendations and Proposed Reporting Requirements and Guidelines for Economic Self-Sufficiency.*

ORR trusts this clarification is useful in administering ORR-funded employment programs. Please direct your questions to Pamela Green-Smith, Director, Division of Refugee Assistance (202-401-4521 or Pamela.greensmith@acf.hhs.gov).

V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

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. In addition, see Section IV for copies of other required forms to be included in each proposal. 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.

The proposal package should be labeled as follows:

<p style="text-align:center">State of Delaware Department of Health and Social Services RFP EMPLOYABILITY AND SOCIAL SERVICES TO DELAWARE’S REFUGEE CLIENTS DHSS RFP PSC#871 (Name of Bidder) <u>Attention: Sandra Skelley</u> DELAWARE HEALTH AND SOCIAL SERVICES DIVISION OF MANAGEMENT SERVICES PROCUREMENT BRANCH-2nd Floor HERMAN M. HOLLOWAY SR.CAMPUS 1901 N. DUPONT HIGHWAY NEW CASTLE, DELAWARE 19720 1-302-255-9291 <i>July 14, 2009 11:00 A.M.</i></p>

Proposal Delivery

Proposals must be delivered to:

Sandra Skelley, Procurement Administrator
DE Department of Health & Social Services
Division of Management Services
Administration Building- 2nd Floor Main Bldg., Room 259
1901 N. DuPont Highway
New Castle, DE 19720

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the mailing list, you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

Questions

All questions concerning this request must be in writing and directed only to: Thomas Hall. Written questions must be by submitted by email no later than 5:00 PM on June 14, 2009, to Thomas.Hall@state.de.us for consideration.

Closing Date

All responses must be received by no later than: July 14, 2009, 11:00 A.M. local time.

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

Proposal Becomes State Property

All proposals become the property of the State of Delaware and will not be returned to bidders. DHSS will not divulge specific content of proposals to the extent that the bidder identifies contents as privileged or confidential. Any information not so designated will be considered public information.

Modifications to Proposals

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

RFP and Final Contract

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder.

Proposal and Final Contract

The content of each proposal will be considered binding on the bidder and will be incorporated into the final contract.

Notification of Acceptance

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

Proposed Timetable

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

EVENT	DATE
RFP advertisement and issuance	June 1, 2009 and June 8, 2008
Pre-bid Meeting	June 15, 2009, 9:30 A.M. local time at: HERMAN M. HOLLOWAY SR. CAMPUS DIVISION OF MANAGEMENT SERVICES Administration Building; Sullivan Street 1st Floor, Room 198 1901 N. DUPONT HIGHWAY New Castle, De 19720

Attendance must be prompt, sign in is required and those interested parties who sign in more than 15 minutes after the identified start time will not be authorized to submit a bid.

Questions must be received in writing no later than:	June 14, 2009. 5:00 P.M.
---	--------------------------

Responses to questions will be provided at the pre-bidders meeting and in writing no later than:	June 19, 2009 5:00 P.M.
---	-------------------------

Bid Opening	July 14, 2009, 11:00 A.M.
--------------------	---------------------------

Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor, on: July 14, 2009, 11:00 AM.

Selection Process	7/20/09 through 7/24/09 (tentative)
--------------------------	-------------------------------------

Negotiations (if necessary)	7/27/09 (tentative)
------------------------------------	---------------------

Issue Award Notices	Notify of awards/rejections 7/27/09- 7/31/09 (tentative)
----------------------------	---

Sign Contract(s)	8/3/09 (tentative)
-------------------------	--------------------

Confidentiality and Debriefing

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

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

VI. SELECTION PROCESS

All proposals submitted in response to this Request for Proposal will be reviewed by a neutral, qualified, professional Selection Committee composed of the project coordinator and other appropriate Division representatives. The Selection Committee will review, score and rank each applicant's proposal. Upon completion of its review, the Committee shall make recommendations for award(s) based on the scoring process. The final selection of a CONTRACTOR or CONTRACTORS will be made by the Director of the Division of Social Services, based upon the recommendations of the Selection Committee. If necessary, oral reviews/ negotiations may be requested.

Proposal Evaluation Criteria

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

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder's Experience and Expertise	25
Capacity to Meet Requirements	25
Proposed Methodology	25
Cost	25
Total	100

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

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

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

Personnel Questions

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

Firm Questions

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

Criterion B Capacity to Meet Requirements (Total 25 Points)

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

Criterion C Proposed Methodology (Total 25 pts.)

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

Criterion D Cost (Total 25 Points)

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
 - Total costs
 - Staffing costs
 - Travel costs
- ◆ Follows budget guidelines.
- ◆ Proposes a 100% performance based payment structure
- ◆ How reasonable are the firm's cost estimates?

Notification to all Bidders

Bidders shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, contact person (with address & telephone number), period of performance and amount of contract. The Selection Committee will consider these as additional references and will contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in to the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal.

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

Note Regarding Project Cost

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

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



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

BIDDERS SIGNATURE FORM

Name of Bidder _____
Signature of Authorized Person _____
Type in Name of Authorized Person _____
Title of Authorized Person _____
Street Name/Number _____
City, State, and Zip Code _____
Contact Person _____
Telephone Number _____
Fax Number _____
Date _____
Bidder's Federal Employers Identification No. _____
Delivery Day/Completion Time _____
F.O.B. _____
Terms _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR

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



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Certification Sheet

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

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of_____.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

- n. They (check one): _____ are; _____ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Statement of Compliance Form

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

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

Authorized Signature _____

Title _____

Date _____



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

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

<http://omwbe.del.gov>

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

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965

CONTRACT

A) Introduction

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

B) Administrative Requirements

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

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

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

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

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

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

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

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:

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 A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other

materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$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 C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures

- regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, 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 (PM #40, effective 3/10/2008), 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:

Name

Title

Date

For the Department:

Rita Landgraf
Secretary

Date

For the Division:

Director

Date

APPENDIX A for Boilerplate contract

DIVISIONAL REQUIREMENTS

- 1. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request For Proposal.**
- 2. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division.**
- 3. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.**
- 4. The Contractor's fiscal records and accounts, including those involving other programs which may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.**
- 5. The contractor agrees that the services will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.**
- 6. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.**
- 7. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.**
- 8. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer than ten (10) working days.**
- 9. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.**

- 10. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.**
- 11. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.**
- 12. The contractor agrees that no personal information obtained from an individual in conjunction with the services undertaken shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.**
- 13. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.**
- 14. The Division will not pay for services performed after the contract expiration/termination date. In order to receive payment for services performed prior to close of business on the contract expiration/termination date, the contractor must submit a payment request within ninety (90) calendar days of the contract expiration/termination date. Payment requests received in excess of ninety (90) calendar days of the contract expiration/termination date will be returned to the contractor without payment.**