

REQUEST FOR PROPOSALS (PSC# HSS-10-065)

Two (2) original CDs (Each Labeled as "Original") and six (6) CD copies (Each labeled as "Copy") for **Delaware Early Care and Education Scholarship Program** 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 #257, 1901 North DuPont Highway, New Castle, Delaware 19720, attention: Wendy Brown, DMS Contract Administrator until June 1, 2010 at 11:00 A.M. Local Time at which time they will be opened, read and recorded.

A **mandatory pre-bid meeting** will be held on March 23, 2010 from 10 A.M to 11:30 A.M. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Barbara McCaffery at 302-255-9611.

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.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

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 (program manager may request other formats if needed for charts, graph, etc.; e.g., .xls, .mpp). Again, the proposal package must be received on or before June 1, 2010 at 11:00 A.M., local time.

ALL MUST BE SENT TO THE ATTENTION OF:

Wendy Brown, DMS Contract 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 257
New Castle, DE 19720

All inquiries regarding this RFP should be directed to:

Barbara McCaffery
Herman Holloway Campus- Lewis Bldg.
1901 N. Dupont Hwy.
New Castle, DE 19720

Telephone: (302) 255-9611

Fax: (302) 255-4425

E-mail: barbara.mccaffery@state.de.us

All RFP-PSCs HSS-10-065 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 of Wendy Brown or phone (302) 255-9290.

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

IMPORTANT: ALL PROPOSALS MUST INCLUDE OUR PSC# HSS-10-065 ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

If you do not intend to submit a bid, 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:

Wendy Brown, DMS Contract Administrator
DELAWARE HEALTH AND SOCIAL SERVICES
PROCRUEMENT BRANCH
MAIN BLDG., 2ND FLOOR, ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
NEW CASTLE, DE 19720
PHONE: (302) 255-9293

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."

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Social Service staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Barbara McCaffery 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 April 7, 2010 at 4:30 P.M. and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

I. INTRODUCTION

A. Background

The mission of the Division of Social Services is to provide, either directly or through coordination, an integrated system of opportunities, services, and income support that will enable Delaware's most disadvantaged individuals and families to maintain or move toward independence. The Division accomplishes its mission by:

- working together with others;
- addressing issues that affect the financial well being of Delawareans;
- promoting positive lifestyles;
- promoting the availability of services

In the accomplishment of this mission, the Division supports Temporary Assistance to Needy Families, Food Benefit Program, Medical Assistance and Child Care Services. Child Care Services provide support for families with young children to enable the caretaker to hold a job, obtain training or meet special needs of the child. Delaware is committed to ensuring that child care services offer quality in early care and education programs for young children. In order to achieve quality in early care and education programs, it is essential to have an educated and skilled workforce to provide these services.

The field of early care and education has traditionally been under paid and under resourced at every level (see 2009 Local Market Rate Survey <http://www.dhss.delaware.gov/dhss/dss/files/de09summrprt.pdf> for more information).

In order to have a qualified workforce, it is necessary to support individuals seeking to improve their skills and enhance their knowledge of early childhood. The Division is seeking proposals to support the early childhood workforce through scholarships and coordination of services for individuals who want to improve their qualification and education in the field.

These scholarship services are currently provided by Teacher Education And Compensation Helps (TEACH) and are now open to bid.

B. Project Goals

DSS will work directly with the contractor and in collaboration with the Department of Education, the Department for Children, Youth and Families, and other groups to improve the quality of licensed early care and education for all children in Delaware with special emphasis on serving low income applicants by addressing the following goals:

- Raise awareness of the Delaware Early Care and Education Scholarship Program among the workforce, child care consumers and the public of

the significant relationship between the education of staff and quality of care and education of young children.

- Identify and implement strategies to improve retention in the early care and education workforce.
- Create an appreciation for learning and promote a philosophy of life-long learning and professional development in the early care and education workforce.
- Explore mechanisms to support or increase the compensation of the early care and education workforce as they increase their qualification or knowledge.
- Support individuals in the early childhood workforce to increase their level of education or qualifications and their skill development in early care and education.
- Identify and address barriers such as transportation, to access to quality education and training opportunities, identify specific needs and barriers of and to the child care workforce participating in and succeeding in educational and training opportunities and identify strategies that will result in increased educational levels and knowledge and competencies in the early care and education community.

II. SCOPE OF SERVICES

All components listed in this section are mandatory. Bidders must demonstrate capacity to perform the full range of services listed in this section upon signature of the contract and throughout the term of the contract.

The contractor organization will be expected, at a minimum, to address performance through these actions:

1. Management of a scholarship program providing reimbursement for the cost of tuition, books and fees for individuals taking college coursework toward an AA, BA degree in early childhood from a regionally accredited institution of higher education(preferably in Delaware).
2. Offer career advisement and counseling including mentoring support, homework assistance, assessment and creating an individual professional development plan with periodic monitoring for those individuals receiving scholarship support including an intervention plan when necessary.

3. Develop eligibility criteria for scholarships, stipends, and other financial arrangements to support the workforce participation in the ABCs of Family Child Care, TECE 1 and 2 with course work towards CDA, Associates, Bachelors and Masters degrees and relevant other certificate and credentialing programs.
4. Create mechanisms to foster commitment of scholarship participants to remain in the early childhood field.
5. Develop a strategy and pathway that will provide statewide access to computers at hours convenient for scholars.
6. Devise and implement a set of strategies that will support learning collaborative and networking with other scholars that may include a chat room/blog for scholars. Encourage car-pooling, shared learning and a support system.
7. Create or identify and adopt a Quality Improvement system that will refine core components to assess barriers to course/degree completion and find solutions to assure success.
8. Utilize a database with report writing function from which reports on the operations of all elements of the Scope of Services can be drawn and report to Division with results.
9. Develop and ensure that there are specific courses available that will offer opportunities to fulfill qualification and annual training requirements under DELACARE Rules, which will include that they are available in sufficient quantity, at locations convenient to Licensee and applicants for licenses and at hours convenient to the workforce. The specific topics will be approved by DHSS and may be updated, expanded or amended as needed and will include Introduction to Early Care and Education, as well as School Age and Family Care courses that meet licensing requirements.

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 10/1/10 to 9/30/11. This contract may be extended on a yearly basis for 3 years following September 30, 2011, 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 may be awarded to more than one bidder. The bidder will provide statewide services.

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.
- c. 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.

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 Performance. 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.

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.

Force Majeure

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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 Services. 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 payment schedule, contingent upon completion of various project tasks/performance achieved.

Forms

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

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

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

The Office of Minority and Women Business Enterprise Self-Certification Tracking Form and Definitions. If the bidder 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 bidder wishes to have M/W/D business enterprise status taken into consideration, they should submit proof of such certification with their bid response. Further information, guidelines and forms for such certifications can be found at:

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

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 by the successful vendor. This boilerplate takes precedence over all other elements of proposals submitted to include appendices. The bidder should review and specify any objections or comments in the proposal.

Appendices (if any)

V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

Number of Copies Required:

Two (2) 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.

Each of the proposal files must be a single file comprising each entire proposal. The CD Directory.doc file must contain a Word table listing each file contained on the CD along with a short description of each. Bidder must certify that these CD's have been scanned and are free from viruses and other malicious software.

The proposal package should be labeled as follows:

<p>State of Delaware Department of Health and Social Services RFP</p> <p>Delaware Early Care and Education Scholarship Program DHSS RFP #PSC<i>HSS-10-065</i> (Name of Bidder)</p> <p><i>Date and Time</i></p>

Proposal Delivery

Proposals must be delivered to:

Wendy Brown, DMS Contract Administrator
DE Department of Health & Social Services
Division of Management Services
Administration Building- 2nd Floor Main Bldg., Room 257
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 Barbara McCaffery. Written questions must be submitted no later than April 7, 2010 by 4:30 p.m. Please include your fax number and/or your email address with your questions for consideration.

Closing Date

All responses must be received by no later than: June 1, 2010 at 11:00 A.M Local Time.

Late submission is cause for disqualification. DO NOT RELY ON OVERNIGHT SERVICES FOR TIMELY DELIVERY. IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THE PROPOSAL IS DELIVERED ON TIME AND TO THE CORRECT OFFICE/ BULIDING.

Cost of Proposal Preparation

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

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	March 1, 2010 and March 8, 2010
Mandatory Pre-bid Meeting Attendance must be prompt – sign in is required and those interested parties who sign in more than 15 minutes after the identified start time will not be authorized to submit a bid.	March 23, 2010 10:00 A.M. to 11:30 P.M.
Questions must be received in writing no later than:	March 16 , 2010 at 4:30 P.M.
Responses to questions will be posted no later than:	April 7, 2010 by 4:30 P.M.
Bid Opening	June 1, 2010 at 11:00 A.M.

Bids will be publicly opened at the Procurement Branch, Main Administration Building, 2nd floor room 257, on: June 1, 2010 at 11:00 A.M.

Selection Process	June 14, 2010 to June 30, 2010 (tentative)
Negotiations (if necessary)	July 1, 2010 to July 15, 2010 (tentative)
Issue Award Notices	July 20, 2010 to July 23, 2010 (tentative)
Sign Contract(s)	August 30, 2010

Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of

Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon

the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

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

VI. SELECTION PROCESS

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

Proposal Evaluation Criteria

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

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder's Experience and Expertise	25
Capacity to Meet Requirements	20
Proposed Methodology	20
Cost	35
Total	100

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

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

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

Personnel Questions

- ◆ What level of experience do the individuals assigned to the project have or what other experience that may be similar?

- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?

Firm Questions

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

Criterion B Capacity to Meet Requirements (Total 20 Points)

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

Criterion C Proposed Methodology (Total 20 pts.)

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

Criterion D Cost (Total 35 Points)

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
 - Total costs
 - Staffing costs
 - Travel costs

- ◆ Follows budget guidelines.
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ How reasonable are the firm's cost estimates?

Notification to all Bidders

Bidders shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, contact person (with address & telephone number), period of performance and amount of contract. The Selection Committee will consider these as additional references and will

contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in to the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal.

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

Note Regarding Project Cost

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

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



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR

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



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Certification Sheet

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

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

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

Violations and Penalties:

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative



STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES

Statement of Compliance Form

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

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

Authorized Signature _____
Title _____
Date _____



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

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

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

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

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

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

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

<http://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 D- Budget Narrative
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, 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 N/A 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 M. Landgraf
Secretary

Date

For the Division:

Director

Date