



DELAWARE HEALTH
AND SOCIAL SERVICES

Division of Management Services
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. HSS 10-083

FOR

**SUMMER COOLING ASSISTANCE PROGRAM (SCAP)
FOR
AIR CONDITIONERS**

**Division of State Service Centers
Office of Community Services
Charles Debnam Building
1901 N. DuPont Highway
New Castle, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: July 13, 2010
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on June 22, 2010 at 10:00 A.M. at Delaware Health and Social Services, Herman Holloway Campus, Main Building, Room 198, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."

REQUEST FOR PROPOSAL # HSS 10-083

Bids for the Summer Cooling Assistance Program (SCAP) (Air Conditioners) for the Delaware Health and Social Services, Division of State Service Centers, Charles Debnam Building, 1901 North 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, Sullivan Street, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 a.m. local time July 13, 2010**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on June 22, 2010 at 10:00 A.M. Delaware Health and Social Services, Herman Holloway Campus, Main Building, Room 198, 1901 North DuPont Highway, New Castle, DE 19720. For further information, please contact Leslie L. Lee @ 302-255-9681.

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

All RFP-PSCOs can be obtained online at www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

NOTIFICATION TO BIDDERS

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

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

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

IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (HSS 10 083) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

BRUCE KRUG
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN ADMIN BLD, SULLIVAN STREET
2ND FLOOR –ROOM #257
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720
PHONE: (302) 255-9290

IMPORTANT: DELIVERY INSTRUCTIONS

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

The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of State Service Centers, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any

contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

**REQUEST FOR PROPOSAL FOR SUMMER COOLING ASSISTANCE PROGRAM (SCAP)
Air Conditioners
FOR
DIVISION OF STATE SERVICE CENTERS (DSSC)**

Availability of Funds

Funds are available for the selected vendor to provide services in the area of Summer Cooling Assistance Program (SCAP) Air Conditions. Contract renewal is possible for up to [4] four additional years contingent on funding availability and task performance.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be on Tuesday, June 22, 2010 at 10:00 A.M. at the following location.

Delaware Health and Social Services
Herman Holloway Campus
Main Administration Building
Room 198
New Castle, DE 19720

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

Further Information

Inquiries regarding this RFP should be addressed to:

Leslie L. Lee
Management Analyst III
DHSS/DSSC/OCS
1901 North DuPont Highway
New Castle, DE 19720
Phone: 302-255-9681
E-mail Address: leslie.lee@state.de.us

Restrictions on Communications with State Staff

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of State Service Centers (DSSC) staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Division of State Service Centers 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 June 15, 2010 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions or attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

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TABLE OF CONTENTS

	<u>Page</u>
I. Introduction	<u>8</u>
II. Project Overview	<u>9</u>
III. Scope of Work	<u>12</u>
IV. Special Terms and Conditions	<u>14</u>
V. Format and Content of Response	<u>18</u>
VI. Budget	<u>20</u>
VII. General Instructions for Submission of Proposals	<u>20</u>
VIII. Selection Process	<u>24</u>
IX. Option to Renew	<u>25</u>
X. Appendices	<u>26</u>

Appendix A: Bidders Signature Form
Appendix B: Certification Sheet
Appendix C: Statement of Compliance Form
Appendix D: OMWBE Self-Certification Tracking Form

Appendix E: Contract Boilerplate

Appendix F: Contract Appendices A-F
Appendix G: Letter of Interest
Appendix H: RFP Checklist

I. INTRODUCTION

The Delaware Department of Health and Social Services (DHSS) is an umbrella agency that is responsible for most of the State's health and social related services. Included in its many divisions is the Division of State Service Centers that is officially designated as the administrator of the State's Low-Income Home Energy Assistance Program (LIHEAP), which administers the Summer Cooling Assistance Program (SCAP), which is a component of LIHEAP. This administrative responsibility is discharged at the operational level through the Office of Community Services (OCS) in the Division of State Service Centers (DSSC). The Delaware Department of Health and Social Services (DHSS) is the issuing agency for this RFP.

The Division of State Service Centers (DSSC) mission is to alleviate crisis, improve the standard of living, develop self-sufficiency, provide volunteer and community service opportunities, address the causes and conditions of poverty, and provide universal access to information and referral for appropriate services for Delawareans.

The Office of Community Services (OCS) provides a range of services to low-income Delawareans that are targeted and designed to allow them to develop the capacity to improve their standard of living and become more self-sufficient. The services in some cases are critical in that they include crisis alleviation from utility shut off, homeless prevention, and an array of support services to assist in creating more stable families and communities. OCS is the administering state agency for the following Federal programs: Low-Income Home Energy Assistance Program (LIHEAP); Community Services Block Grant (CSBG); and the Weatherization Assistance Program (WAP). OCS also administers State funds for emergency and transitional housing operations, food distribution, taxpayer donations to the Emergency Housing Assistance Fund (EHAF), and a utility funded home energy conservation program. Services are provided on a contractual basis with non-profit, community based agencies and include: home heating and cooling assistance; weatherization/conservation; furnace retrofit, repair and replacement; energy crisis intervention; emergency/transitional housing; food access; community action programs including family development; and other services that address the causes and conditions of poverty.

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded program designed to help low-income households pay home heating and cooling costs. The Division of State Service Centers (DSSC), through a contract with Catholic Charities, Inc., administers LIHEAP. Services include fuel assistance, winter crisis assistance, furnace repairs and replacements, summer electric assistance, purchase and installation of air conditioners, and funding for the Weatherization Assistance Program (WAP). Households qualify for LIHEAP services if their incomes are at or below 200% of the federal poverty level. Example, for a family of four, total household income cannot exceed \$44,100.

II. PROJECT OVERVIEW

The Delaware Department of Health and Social Services, Division of State Service Centers, Office of Community Services (DHSS/DSSC/OCS) is seeking proposals from qualified vendors to purchase, deliver and install room-size air conditioners for eligible households.

The vendor will be requested to work in conjunction with the DHSS/DSSC/OCS to deliver and install room-size air conditioners for qualified households. The air conditioners must be available for installation during July, August and September, 2010 and June – September if contract is renewed. The number of air conditioners expected to be needed ranges from a minimum of 200 to a maximum of 400 subject to funding and demand. Most air conditioners must include delivery and installation, but in some instances the air conditioners may be picked up by someone in the eligible household directly from the vendor.

The vendor will also be required to complete applications and determine eligibility for receipt of air conditioners. Vendor may subcontract with outside vendor for purchase, delivery and installation of air conditioners.

1. Geographic Area To Be Served

Air conditioners including delivery and installation will be expected to serve persons residing in New Castle County, Delaware. Occasionally you may be requested to deliver and install air conditioners in Kent and Sussex Counties.

2. Specifications

The air conditioners must have a minimum Energy Efficiency Rating (EER) of 9.0 or be an Energy Star air conditioner. Three sizes of air conditioners will be installed with the approximate British Thermal Units (BTU's); 8000, 10,000 and 12,000. Under no circumstances will we pay to purchase and install air conditioners with more than 12,000 BTU's. When submitting a bid, the following information must be included:

- 3 Separate sizes of room sized air conditioners to be purchased;
- EER (minimum 9.0); or Energy Star appliance;
- Cost of delivery and installation per unit;
- Make and model of air conditioners;
- No air conditioners above 12,000 BTU's or 220 volts;
- All units must be installed with support brace and include weather seals;
- All units must have DSSC identification sticker attached (provided by DSSC);

- Installation guide (instructions) must be submitted with all proposals.

3. Special Circumstances

Based on past experience, we have had some clients that did not fit into the basic requirements, therefore, we allow for additional funds based on special circumstances. Those circumstances may include:

- Minor electrical work to enable air conditioners to be installed;
- Special requirements by a landlord for a/c installation such as Plexiglass;
- Other.

Please include a general cost per installation if one or more of the above requirements are needed to install an air conditioner. DHSS/DSSC/OCS plans to establish a fixed costs for the above items, however, in very special circumstances, with the proper documentation, fees may be negotiated.

WORK PLAN OVERVIEW

Program Manager will be responsible for:

- A. Recruit and Certify private Subcontractors for installation work.
- B. Provide outreach to low-income communities who may need these services.
- C. Review all “Proceed Orders” from subcontractors for the installation of window unit air conditioners.
- D. Monitor and evaluate subcontractors’ performance and submit finding to DSSC/OCS.
- E. Review Subcontractors’ invoices and prepare invoices for payment.
- F. Maintain documentation of “Proceed Orders” completed or in process per unit cost.
- G. Compile data or other information for reporting purposes.
- H. Submit production, compliance and program reports to DSSC/OCS.

SUBCONTRACTORS

Licensed Subcontractors will be retained to fulfill the direct service portion of the Summer Cooling Assistance Program (SCAP) Contract; specifically the installation of air

conditioning units in homes of eligible clients. Subcontractors will purchase air conditioning units according to specified guidelines in the Contract.

SCAP SERVICES FLOW CHART

- 1) Client will be referred to the Summer Cooling Assistance Program (SCAP) or solicited through _____Community Outreach Initiatives.
- 2) The Data Entry manager will cross reference client name with Delaware Energy Assistance Program (DEAP) list, from DSSC or Catholic Charities, Inc.
- 3) If client name is on the DEAP list, they automatically qualify.
- 4) If client is not currently on DEAP list, client will complete intake in which eligibility for services will be verified.
- 5) Client information is sent to the Program Manager where a “Proceed Order” number is assigned and a work order is issued to the Subcontractor.
- 6) The Subcontractor will identify any needed electrical upgrades at which time the Program Manager will dispatch an approved electrician to the location to render minor electrical services.
- 7) Once the Subcontractor states the service is completed, the Program Manager and/or Maintenance Manager will inspect the services.
- 8) The approved Subcontractor provides the service and submits the invoice for payment.

V. Provide air conditioners to income-eligible households in the State of Delaware

- A. _____will provide a list of eligible households to Subcontractor
- B. List will include name, address, phone number, and size of air conditioner to be installed.
- C. Subcontractor will contact clients to arrange for delivery and installation as soon as possible after receiving list from _____, but not more than ten (10) business days after receipt of list, when air conditioners are in stock.
 1. Three (3) attempts should be made to reach clients.
 2. If client cannot be reached after three (3) attempts, Subcontractor must notify _____ so client can be removed from list.
- D. If air conditioner cannot be installed within ten (10) business days because Subcontractor is out of stock or client cannot be reached, Subcontractor must notify _____ immediately.

- E. Subcontractor will deliver and install air conditioners and put a “State of Delaware” Property Sticker on each of the air conditioners.
 - 1. Stickers to be provided by _____ (via DSSC)
 - 2. The air conditioners belong to the client once installed. If client attempt to sell air conditioner marked with State Property Sticker, Subcontractor must inform _____.
- F. Subcontractor must ensure that a household member aged eighteen (18) or over signs delivery slip indicating that air conditioner has been delivered and installed. This delivery slip will include specific information regarding instructions to the client about contacting _____ should a problem arise. A copy of each of these forms with client name and address should be given to _____. _____ will attach to invoice when submitted to DSSC.
- G. Under no circumstances may air conditioners be dropped off at a client’s residence for future installation. If air conditioner cannot be installed at the time of delivery, Subcontractor must return the air conditioner to warehouse, storage, etc., until it can be installed at residence. Exception to this rule if electricity upgrade is required.
- H. Subcontractor may substitute air conditioner size originally stated on client list for a better fit for appropriate room, but must notify _____ when doing so.

III. SCOPE OF WORK

Please read the information in this section very carefully. You must submit a Work Plan based on the information provided under the Scope of Services.

The successful vendor(s) will work closely with DHSS/DSSC/OCS and Catholic Charities to create an approved list of households including name, address, telephone number and room-size air conditioner requested for delivery and installation. All clients are not expected to have air conditioners delivered and installed immediately, but installations should occur within 10 days of receiving the lists. Vendor will contact clients directly from approved vendor lists and arrange for delivery and installation of air conditioners as soon as possible, but not more than 10 working days after approved application. If vendor cannot deliver and install air conditioner within 10 working days, DHSS/DSSC/OCS must be notified. DSSC must have list of installers by name and telephone number. When installer phones client to arrange delivery, the installer must provide a name and phone number for client to contact. Since we are assisting low-income households, often times our customers do not have a phone.

In addition to air conditioners, DSSC sometimes purchases fans for low-income households. We may request a vendor to supply window box fans or stand fans in an amount of anywhere

between 50-300. Please include the costs of fans along with specifications if you would like to include fans in your bid.

A. OVERVIEW

Please write a brief history which includes your agency's mission statement, description of services you provide and your experience working with low-income populations.

B. SERVICES

Give a general overview of how your agency will solicit applicants for air conditioners. Include procedure for providing approved lists to subcontractors.

C. INSURANCE: Include your liability insurance, the amount and the insurer. Attach a copy of verification of insurance.

D. NON PROFIT STATUS: Please include a copy documenting your agency's 501 (c) (3) status as a non-profit.

E. PRODUCTS AND DESCRIPTIONS: Use this section to describe the products (air conditioner and fans, if applicable), you will be providing. Include the BTU's, the Energy Efficiency Rating (EER), which must be a minimum of 9.0 or the Energy Star label, if applicable. The product make and model should also be included. See SCAP Cost Sheet, Appendix E, Contract Boilerplate Appendices.

F. INSTALLATION AND SPECIFICATIONS: Detailed description of your installation plans for the air conditioners including the following:

- Who will deliver and install a/c's? Company employee or subcontractor name.
- Name, number and location of installer(s) and/or subcontractor.
- Detailed description of how a/c's will be installed including use of braces, etc. Include installation guide and/or instructions.
- Projected *routine* work that would require more than basic installation (i.e., replace 2-prong outlet with 3-prong outlet).
- Projected work that may not be routine but may require additional work and costs.
- Situations where additional work would cost more than \$150 to safely install air conditioners.
- Approximate number of installations per week.

- G. AVAILABLE DAYS/HOURS:** List days of week installations will occur, time of day and any days or times that could require additional costs.
- H. TIMELINES:** Describe time frame from day the contractor receives lists of addresses where air conditioners are to be installed and actual installation. Include description of delays and potential reason for delays.
- I. REFERENCES:** Name, address, phone numbers and email address (if applicable) of organizations you may have done similar work for in the past. Does not have to be for air conditioner, but for volume delivery of product.
- J. OTHER:** Any additional information that should be detailed or could enhance the vendor's proposal.

IV. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

Contract term is one (1) year with the possibility of renewal for up to four (4) additional years contingent on funding and additional needs to be addressed.

B. Subcontractors

The use of subcontractors will be permitted for this project.

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

The proposed subcontractors must be approved by the Division of State Service Centers.

C. Funding Disclaimer Clause

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

D. Reserved Rights

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

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

E. Termination Conditions

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

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

The Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

F. Contractor Monitoring/Evaluation

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

G. Payment:

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

H. W-9 Information Submission

Effective January 5, 2009, a new vendor process and use of the new Delaware Substitute Form W-9 will be implemented by the Delaware Division of Accounting. With the development of the new Delaware Substitute Form W-9, state organizations will no longer be responsible for collecting the Form W-9 from vendors. The vendor will have the capability of submitting the required Form W-9 electronically and directly to the Delaware Division of Accounting for approval. The vendors will submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.

V. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date July 13, 2010.

C. Table of Contents

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

D. Confidential Information

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

E. Tax Exempt Status

Attach IRS certification of tax exempt status (501) (c) (3).

F. Qualifications and Experience of Key Staff

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If

conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

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

G. Bidder References

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

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

H. Statements of Compliance

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action

I. Standard Contract

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

VI. BUDGET

Vendor will submit a line item budget, describing how funds will be utilized. Modifications to the budget after the award must be approved by the Division of State Service Centers. See Appendix E, Appendices.

VII. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

Two (2) original proposals with live signature and six (6) 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 CD's are machine/computer readable, and are otherwise virus free.

The responses to this RFP shall be submitted to:

BRUCE KRUG
Division of Management Services
Delaware Health and Social Services
Main Administration Building, Sullivan Street
Second Floor, Room 257
1901 North duPont Highway
New Castle, DE 19720

B. Closing Date

All responses must be received no later than July 13, 2010 at 11:00 A.M. Later submission will not be accepted.

C. Notification of Acceptance

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

D. Questions

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

Leslie L. Lee
Management Analyst III
1901 North DuPont highway
Debnam Building
Phone: 302-255-9681
Fax: 302-255-4463
Email: leslie.lee@state.de.us

Deadline for submission of all questions is **June 15, 2010**. Written responses will be faxed or emailed to bidders no later than **June 29, 2010**. Please include your fax number and/or your email address with your request.

E. Amendments to Proposals

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

F. Proposals Become State Property

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

G. Non-Interference Clause

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

H. Investigation of Bidder's Qualifications

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

I. RFP and Final Contract

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

J. Proposal and Final Contract

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

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

K. Cost of Proposal Preparation

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

L. Proposed Timetable

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

<i>Activity</i>	<i>Date</i>
Pre-bid Meeting	June 22, 2010
Bid Opening	July 13, 2010
Selection Process Begins	July 14, 2010
Vendor Selection (tentative)	July 15, 2010
Contract Begins	August 2, 2010

M. Confidentiality and Debriefing

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

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

days after receipt of Notice of Award. The letter must specify reasons for the request.

VIII. SELECTION PROCESS

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

A. Proposal Evaluation Criteria

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<u>Category</u>	<u>Weight</u>
Meets mandatory RFP provisions Bidder’s signature form Statement of Compliance Certification Sheet Office of Minority and Women Business Enterprise Self-Certification Tracking Form	Pass/Fail
1. Qualifications of vendor	20
a) Administrative Oversight	
b) Past experience in successfully operating quality programs of a similar type and with a similar population (low-income population)	
2. Timeline	20
a) Provide product and service in a short time frame	
b) Complete reports on schedule	
3. Responses to Scope of work, Section III.	35
4. Budget and pricing structure for air conditioner purchase, installation and delivery as outlined in Appendix E.	25
Total:	100

B. Project Costs and Proposed Scope of Service

The DSSC 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. The DSSC retains the right to accept more than one qualified proposal. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

IX. Option to Renew

DSSC/OCS retains the option to amend and extend the contract of any approved applicant for four (4) additional years, for a total contract period of five (5) years. The decision to renew or amend the contract will be based upon the contractor's performance in meeting objectives in the Scope of Work and compliance with DHSS/DSSC/OCS program policies and procedures. If the OCS exercises the option to renew or amend the contract, OCS will notify the contractor to provide any additional required documentation, and the contract will be awarded by the beginning of the new program year.

APPENDIX A:

BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

APPENDIX B:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.

l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.

m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.

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

Violations and Penalties:

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

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and

3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature: _____

Title: _____

Date: _____

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



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

IF YOUR FIRM WISHES TO BE CONSIDERED FOR 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), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____
<http://www.state.de.us/omwbe>

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

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

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

Women Owned Business Enterprise (WBE):

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

Minority Business Enterprise (MBE):

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

Corporation:

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

Partnership:

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

Individual:

Self-explanatory

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

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

Appendix G



*Delaware Health
And Social Services*

DIVISION OF STATE SERVICE CENTERS

A. BRIEF LETTER OF INTEREST

Mr. Bruce Krug
Delaware Health and Social Services
Herman M. Holloway Campus
Procurement-Main Bldg.-2nd Floor
1901 N. DuPont Highway
New Castle, DE 19720

Dear Mr. Krug:

Please consider this letter as a brief Letter of Interest to submit a proposal for HSS-10-083, dated July 13, 2010.

Authorized Signature: _____

Title: _____

Organization: _____

Address: _____

Date: _____

APPENDIX H

REQUEST FOR PROPOSAL CHECKLIST

Cover Sheet with HHS-10-083	_____
Bidders Signature Form	_____
Table of Contents	_____
Confidential Information	_____
Tax Exempt Status	_____
Qualification of Key Staff	_____
References	_____
Statements of Compliance	_____
Scope of Work	_____
Standard Contract Budget (Appendix C)	_____
Cost Sheet (Appendix F)	_____
Letter of Interest	_____

APPENDIX E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

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

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

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

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

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

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

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations,

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

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

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

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

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

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

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

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

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division name here
address
address
Attn:

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 Appendices A-F.
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.
19. 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.
20. 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.
21. 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.

22. 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.

23. 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.
24. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix _____. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or

conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

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

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix N/A 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 N/A 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:

Signature

Name (please print)

Title

Date

For the Department/Division:

Mary Dupont, Director
Division of State Service Centers

Date

Office of Community Services:

Robert J. Broesler, Senior Administrator

Date

DIVISION REQUIREMENTS / PAYMENTS

Agency Name:

Address:

Address:

Address:

Phone #:

Fax #:

Email:

The Contractor shall submit the following invoices and reports to DSSC:

I. Payment Schedule

- A. Contractor will submit to DSSC one invoice for initial payment of _____, once the Contractor receives a fully executed contract signed by all parties.
- B. Vendor payments for installation and delivery of air conditioners will be invoiced as submitted.
- C. Invoices cannot include services for more than one month. *If services were continued for more than one month, a separate invoice must be submitted.*
- D. Invoices and correspondence must be submitted to:
Leslie L. Lee
DHSS/DSSC/OCS
1901 N. DuPont Highway
Charles Debnam Building
New Castle, DE 19720

- II. Audit reports are required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments), as may be appropriate, unless the Contractor is exempt under the appropriate circular.

SERVICES DESCRIPTION
SUMMER COOLING ASSISTANCE PROGRAM (SCAP)

Contractor:

E.I. Number:

Contact:

ACTIVITY SCHEDULE / TIMELINE

ACTIVITY	TIME
1) Client Outreach	
2) Recruit / Certify Private Subcontractors	
3) Assign "Proceed Orders" to certified subcontractors	
4) Submit Production Report to DSSC/OCS	
5) Submit Financial Reports to DSSC/OCS	
6) Submit Annual Program Report to DSSC/OCS	
7) Submit final Financial Report to DSSC/OCS	

WORK PLAN OVERVIEW

Program Manager will be responsible for:

- I. Recruit and Certify private Subcontractors for installation work.
- J. Provide outreach to low-income communities who may need these services.
- K. Review all “Proceed Orders” from subcontractors for the installation of window unit air conditioners.
- L. Monitor and evaluate subcontractors’ performance and submit finding to DSSC/OCS.
- M. Review Subcontractors’ invoices and prepare invoices for payment.
- N. Maintain documentation of “Proceed Orders” completed or in process per unit cost.
- O. Compile data or other information for reporting purposes.
- P. Submit production, compliance and program reports to DSSC/OCS.

SUBCONTRACTORS

Licensed Subcontractors will be retained to fulfill the direct service portion of the Summer Cooling Assistance Program (SCAP) Contract; specifically the installation of air conditioning units in homes of eligible clients. Subcontractors will purchase air conditioning units according to specified guidelines in the Contract.

SCAP SERVICES FLOW CHART

- 1) Client will be referred to the Summer Cooling Assistance Program (SCAP) or solicited through _____ Community Outreach Initiatives.
- 2) The Data Entry manager will cross reference client name with Delaware Energy Assistance Program (DEAP) list, from DSSC or Catholic Charities, Inc.

- 3) If client name is on the DEAP list, they automatically qualify.
- 4) If client is not currently on DEAP list, client will complete intake in which eligibility for services will be verified.
- 5) Client information is sent to the Program Manager where a “Proceed Order” number is assigned and a work order is issued to the Subcontractor.
- 6) The Subcontractor will identify any needed electrical upgrades at which time the Program Manager will dispatch an approved electrician to the location to render minor electrical services.
- 7) Once the Subcontractor states the service is completed, the Program Manager and/or Maintenance Manager will inspect the services.
- 8) The approved Subcontractor provides the service and submits the invoice for payment.

V. Provide air conditioners to income-eligible households in the State of Delaware

- A. _____ will provide a list of eligible households to Subcontractor
- B. List will include name, address, phone number, and size of air conditioner to be installed.
- C. Subcontractor will contact clients to arrange for delivery and installation as soon as possible after receiving list from _____, but not more than ten (10) business days after receipt of list, when air conditioners are in stock.
 - a. Three (3) attempts should be made to reach clients.
 - b. If client cannot be reached after three (3) attempts, Subcontractor must notify _____ so client can be removed from list.
- D. If air conditioner cannot be installed within ten (10) business days because Subcontractor is out of stock or client cannot be reached, Subcontractor must notify _____ immediately.
- E. Subcontractor will deliver and install air conditioners and put a “State of Delaware” Property Sticker on each of the air conditioners.

3. Stickers to be provided by _____ (via DSSC)
 4. The air conditioners belong to the client once installed. If client attempt to sell air conditioner marked with State Property Sticker, Subcontractor must inform _____.
- F. Subcontractor must ensure that a household member aged eighteen (18) or over signs delivery slip indicating that air conditioner has been delivered and installed. This delivery slip will include specific information regarding instructions to the client about contacting _____ should a problem arise. A copy of each of these forms with client name and address should be given to _____. _____ will attach to invoice when submitted to DSSC.
- G. Under no circumstances may air conditioners be dropped off at a client's residence for future installation. If air conditioner cannot be installed at the time of delivery, Subcontractor must return the air conditioner to warehouse, storage, etc., until it can be installed at residence. Exception to this rule if electricity upgrade is required.
- H. Subcontractor may substitute air conditioner size originally stated on client list for a better fit for appropriate room, but must notify _____ when doing so.

CONTRACT BUDGET

Agency Name:

Address:

Address:

Address:

Address:

Phone#:

Fax #:

Contact Name:

Contact Email:

EI Number:

<u>Cost Category Description</u>	<u>Approved Amount</u>
Salaries and OEC's	\$
Mileage	\$
Accounting and Auditors	\$
Postage and Freight	\$
Telephone and Fax	\$
Electricity	\$
Insurance: Building	\$
Insurance: Liability	\$
Stationary and Office Supplies	\$
Air Conditioners delivery and installation	\$200,000.00
TOTAL SERVICES	

Appendix D

CERTIFICATE OF INSURANCE

A copy of your Certificate of Insurance must be inserted here. Only the successful bidder need comply with this request as it will be included as an Appendix to the contract.

CONTRACT ASSURANCES

The CONTRACTOR hereby assures and certifies that:

1. It possesses legal authority to enter into this Contract; that a resolution, motion or similar action has been adopted or passed as an official act of the CONTRACTOR's governing body authorizing the execution of this Contract, and directing and authorizing the person identified as the official representative of the CONTRACTOR to act in connection with the Contract and to provide such additional information as may be required.
2. It has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal and/or non-State share of all costs) to ensure proper planning, management, and implementation of the Scope of Services.
3. It will provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal and/or State funds paid to the agency.
4. It will provide and maintain for the duration of the contract period, General Liability Insurance and the minimum amount of Workmen's Compensation Insurance required by Delaware State Law. It will also maintain throughout the contract period, Fidelity Bonding that covers anyone in its employ who is authorized to sign checks, certify vouchers and handle and control funds, checks, securities, or property.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will comply with all State and Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination of the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. and 3601 et seq.), as amended, relating to nondiscrimination provisions in the sale, rental

or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply.

7. It will not use funds received as payment under this Contract in order to engage in political activities or to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

It will not use funds received as payment under this Contract in order to engage in religious services, religious instruction or counseling, or proselytizing.

It will comply with the Federal Fair Labor Standards Act of 1938, as amended, as applicable, as well as any state laws and regulations, as applicable, covering minimum wages, overtime, equal pay for equal work, child labor standards, and age discrimination, etc.

8. It will comply with any relevant federal and state guidelines, laws and regulations that are or may become applicable to this Contract, including certification requirements for Low-Income Energy Assistance Program (LIHEAP) contractors and subcontractors as outlined in the LOW-Energy Home Energy Assistance Program (LIHEAP) Delaware State Plan.

9. It will include the provision of these assurances in any subcontract that may become applicable to the performance of the Scope of Services, so that such provisions will be binding upon each subcontractor.

10. Audit reports are required in compliance with OMB Circular A-133 (Audits of Institutions of Higher Education and other Nonprofit Institutions) or OMB Circular A-128 (Audits of State and Local Governments), as may be appropriate, unless the Contractor is exempt under the appropriate circular.

11. Each of the following Federal Assurances, provided by the United States Department of Health and Human Services, must be read, understood and accepted by the CONTRACTOR:

- a) Certification Regarding Debarment, Suspension and Other Responsibility Matters
- b) Certification Regarding Drug-Free Workplace Requirements
- c) Certification Regarding Lobbying
- d) Certification Regarding Environmental Tobacco Smoke

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

- 1) By signing and submitting this proposal, the prospective lower tier
- 2) Participant is providing the certification set out below.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 4) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- 5) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 6) The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 7) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 10) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about --

- 1) The dangers of drug abuse in the workplace;
- 2) The grantee's policy of maintaining a drug-free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --

- 1) Abide by the terms of the statement; and
- 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --

- 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

(h) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

903 N. Madison Street, Wilmington, DE 19801

Check _____ if there are workplaces on file that are not identified here.

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central point is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

SUMMER COOLING ASSISTANCE PROGRAM (SCAP) COST SHEET

Purchase, Delivery and Installation of Air Conditioners

Kent / Sussex Counties

<u>Make/Model BTU's*</u>	<u>Mfr's Warranty**</u>	<u>EER***/Energy Star</u>	
<u>Price</u>	<u>(years)</u>		
	<u>1 Yr. Parts/Labor</u>	_____ or ____	\$
	<u>1 Yr. Parts/Labor</u>	_____ or ____	\$
	<u>1 YR. Parts/Labor</u>	_____ or ____	\$
Include price by volume if different			\$ _____

TASKS COST PROPOSAL

<u>Service</u>	<u>Cost</u>
Installation Cost	\$ _____
Delivery (if separate from installation)	\$ _____
Mileage (if separate) per mile supplement	\$ _____
Additional fee for time of day/day of week	\$ <u>N/A</u> _____
Additional fee for minor electric	\$ _____
Describe:(such as changed outlet from 2-prong to 3-prong) _____	

Fee for additional electric (cannot exceed \$150)	\$ _____

Describe: _____

- *No models above 12,000 BTU's without consent of DSSC Management Analyst.
- **Subcontractor must get approval from ____ to replace/repair equipment and will be compensated for return visit.
- ***EER—Energy Efficiency Ratio, minimum 9.0 or Energy Star Product.