



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

REQUEST FOR PROPOSAL NO. HSS 10 053

FOR

**SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS &
CHILDREN (WIC) BREASTFEEDING PEER COUNSELOR PROGRAM**

FOR

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

Deposit
Performance Bond

Waived
Waived

**Date Due: March 9, 2010
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on January 20, 2010 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Conference Room #269, 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 10 053

Bids for Special Supplemental Nutrition Program for Women, Infants & Children (WIC) Breastfeeding Peer Counselor Program for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, Sullivan Street, Second Floor, Room #257, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 a.m. local time March 9, 2010**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **January 20, 2010 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, Sullivan Street, Conference Room #269, New Castle, DE 19720. For further information, please contact Ida Lawson at (302) 739-4614.

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

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

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

NOTIFICATION TO BIDDERS

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

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, Sullivan Street, 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 10 053**) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

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 Public Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.

**REQUEST FOR PROPOSAL FOR A BREASTFEEDING PEER COUNSELOR PROGRAM
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

Availability of Funds

A maximum of \$400,000 funds are available for the selected vendor(s) to provide services in the area of **the development and implementation of a Breastfeeding Peer Counseling Program to promote and support breastfeeding as the premier method of infant nutrition to all WIC eligible pregnant and breastfeeding women and their infants in New Castle, Kent, and Sussex counties.** Contract renewal is possible for up to four additional year contingent on funding availability and task performance.

Multiple contract awards are expected to be made. The amount of each contract will be based on the volume of peer counselor services and/or number of clients the bidder is able to handle or provide.

Pre-Bid Meeting

A pre-bid meeting will be required. The meeting will be **January 20, 2010 at 10:00am** at the following location.

Delaware Health and Social Services
Herman Holloway, Sr. Social Services Campus
Main Administration Building, 2nd Floor, Room 269
1901 N. Dupont Highway, New Castle, DE 19720

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

Further Information

Inquiries regarding this RFP should be addressed to:

Ida Lawson,
Delaware WIC Program
655 Bay Rd. Suite 4b
Dover, DE 19901

302-739-4614

Fax: 302-739-3970

E-mail: ida.lawson@state.de.us

Restrictions on Communications with State Staff

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

Questions are due by **January 18, 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>

**REQUEST FOR PROPOSAL FOR A BREASTFEEDING PEER COUNSELOR PROGRAM
FOR
DELAWARE DIVISION OF PUBLIC HEALTH**

I. INTRODUCTION

A. Background

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

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

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

Breastfeeding is recognized by medical experts and policy makers worldwide as a powerful, low-cost preventive health intervention as it has been proven to provide numerous health benefits to both the infant and mother. The benefits of breastfeeding include decreased infant and child morbidity and mortality, protection against common childhood infections, and decreased risk for certain acute and chronic diseases, saving lives as well as healthcare dollars. The expansion of the breastfeeding peer counseling program will further support Delaware's efforts to reduce infant mortality and obesity along with national efforts to end childhood hunger.

The state of Delaware does not currently meet any of the Healthy People 2010 goals for breastfeeding practices. Only Ten US states: California, Colorado, Hawaii, Idaho, Montana, New Hampshire, Oregon, Utah, Vermont, and Washington, meet these goals. These ten US states all have active breastfeeding peer counseling programs.

Although Delaware Breastfeeding rates have increased since 1999, (specifically 4.1%, within WIC population since 2005 implementation of the WIC Breastfeeding Peer Counselor program), they continue to fall

short of the surgeon general's goal for healthy people 2010. According to the Center for Disease Control and Prevention among children born in 2006, 66.7% were ever breastfed, 32.8% at 6mos, and 15.4% at 12mos. 28.1 were exclusively breastfed through 3mos, and 7.5% were exclusively breastfed through 6mos. The surgeon General's goals for healthy people 2010 are:

- 75% breastfed at birth
- 50% breastfed at 6mos.
- 25% breastfed at 12 mos.
- 40% Exclusive breastfeeding through 3mos
- 17% Exclusive breastfeeding through 6 mos.

The protection provided by breastfeeding is strongest when babies receive no foods and fluids other than breast milk for the first six months of life. Unfortunately, relatively few children in Delaware are breastfed exclusively, even for a few weeks. Low-income children are most vulnerable to chronic diseases such as obesity and diabetes, and are the least likely to be breastfed exclusively, supporting the need for peer counseling intervention.

Delaware's low-income women face barriers to exclusive breastfeeding that often seem insurmountable. According to the 2001 PRAMS report such barriers included:

- 22.3% had other children to care of
- 13.9% had too many other household duties
- 46.6% did not like breastfeeding
- 13.9% did not want to be tied down
- 5.6% were embarrassed to breastfeed
- 20.3% went back to work or school
- 2.0% husband or partner did not want me to breast feed
- 10.8% wanted body back to self

Mothers who have overcome these challenges and breastfed their infants have been proven to be effective role models, empowering others to follow their example. Public health agencies have long relied on these "peer counselors" to share their experience and personal perspective with others in their communities.

For more than fifty years, peer counselors have played an important role in promoting positive health behaviors. In a recent extensive review of interventions to promote breastfeeding, the U.S. Preventive Services task force concluded that breastfeeding interventions that include peer

counseling are effective in increasing breastfeeding rates—particularly interventions that included coordinated prenatal and postnatal support. In one study: An evidence review for the U.S. Preventive Services Task Force, 2008, mothers who were undecided about infant feeding were 7.4 times more likely to initiate breastfeeding at the birth of their baby after they spoke with a peer counselor. Additionally, in a more recent article published in the Journal of Human Lactation 2009, The Differential Impact of WIC Peer Counseling Programs on Breastfeeding Initiation across the state of Maryland, proved that the odds of breastfeeding initiation were significantly greater among peer counselor exposed infants. In the Maryland WIC program, breastfeeding initiation rates were positively associated with peer counseling.

Growing evidence indicates that peer counseling programs are effective in reducing ethnic and cultural disparities in both duration and exclusivity of breastfeeding, supporting our government's rationale for allocating \$80M to BF PC funds.

B. Project Goals

The goal of this project is to implement breastfeeding peer counselor services throughout the state of Delaware in an effort to offer breastfeeding support. According to evidence-based research, the peer counseling support should increase breastfeeding duration and exclusivity and bring awareness to the significant health benefits for infants, mothers, families, and the environment.

The target and at risk population for these services are WIC eligible pregnant and breastfeeding women, who have statistically lower initiation and duration breastfeeding rates. Additionally, this service will benefit low-income children who are most vulnerable to short-and long-term health problems. According to the American Academy of Pediatrics, breast milk increases healthy outcomes of premature and low birth weight infants and children with the benefits being magnified with exclusive breastfeeding and breastfeeding beyond 6 mos. of age. The Delaware WIC Program supports the position of the American Dietetic Association that exclusive breastfeeding provides optimal nutrition and health protection for the first 6 months of life and breastfeeding with complementary foods from 6 months until at least 12 months of age is the ideal feeding pattern for infants.

- **To increase breastfeeding rates with an emphasis on exclusive breastfeeding**
- **Reach Healthy People 2010 Goals**

- **Develop and Implement partnerships for Peer Counselor Breastfeeding Services**
- **Increase frequency and duration among breastfeeding mothers**
- **Provide support to WIC eligible pregnant and breastfeeding moms**
- **To have Delawareans recognize WIC as the premier breastfeeding promotion and support program**

II. SCOPE OF SERVICES

The goal of the program is to promote breastfeeding as the preferred method of infant feeding. The objective is to increase the initiation and duration of breastfed infants for WIC eligible pregnant and breastfeeding women.

Current Breastfeeding Peer Counselor Service Providers may submit a proposal to expand existing services.

New Bidders must submit a comprehensive model to provide Breastfeeding Peer Counselor Services

The successful contractors will be expected to implement a comprehensive model which includes the following components:

- 1. Peer Counselor will provide education, support and encouragement to WIC eligible pregnant and breastfeeding mothers. Contractor must provide private office for peer counseling.**

The contractor will employ a Breastfeeding Peer Counselor(s) to counsel WIC eligible Pregnant and Breastfeeding mothers. The contractor reserves the right to terminate an employee according to contractor policy and procedure.

Engage pregnant and breastfeeding women as well as their partners and families to participate in discussions on the merits of breastfeeding, risks of not breastfeeding and sustaining a breastfeeding relationship with their infant.

- a. Counsel and educate via personal contact.
 - i. Peer counselor must work a minimum of 20 hours per week and maximum of 40 hours per week.
 - ii. Contractor must provide a private office for peer counseling.

- iii. A maximum of five hours per week spent on mailing breastfeeding materials or information.
 - iv. A maximum of four hours monthly on breastfeeding classes.
 - v. A maximum of two hours monthly for preparation of breastfeeding classes. *Refreshments optional*
 - vi. Two hours monthly for MANDATORY WIC Peer Counselor meetings (administrative hours).
 - vii. Maximum of one hour weekly, checking e-mails and other computer documents (administrative hours).
 - viii. Maximum of two hours weekly reading breastfeeding books and articles (administrative hours).
- b. Is available outside usual 8 to 5 working hours and can be reached on contractor provided cell phone.

2. Peer Counselor will relay breastfeeding information to WIC eligible pregnant and breastfeeding women. Peer Counselor will remain current on breastfeeding information. WIC will not be responsible for continuing education expenses. All breastfeeding information and educational materials will be approved through WIC administrative office.

Give basic breastfeeding information and support to new mothers. Delivers information about benefits of breastfeeding, overcoming common barriers, and how to get off to a good start as well as how to prevent and handle common breastfeeding concerns.

- a. Responsible for successful completion (90% or higher) of 12 hr. PC training offered by WIC program.
- b. Responsible for teaching and assisting with prenatal classes and new mother groups on a monthly basis.
- c. Attends mandatory WIC affiliated staff meetings and conferences/workshops as appropriate.
- d. Responsible for design of display of contracted site at annual WIC conference.
- e. Assists WIC staff in breastfeeding and peer counseling promotion as assigned.

3. Referrals by Breastfeeding Peer Counselor should be made when issues including but not limited to client's health, medicines, and all other areas beyond scope of practice are in question.

Refer WIC eligible mothers to appropriate WIC location according to WIC established protocols.

Peer Counselor will refer WIC eligible women to appropriate healthcare team including:

- WIC Nutritionist
- WIC Breastfeeding Coordinator
- Lactation Consultant
- Mother's healthcare provider
- Baby's healthcare provider
- Public Health Programs
- Social Service Agencies

4. Peer Counselor will contact WIC eligible pregnant and breastfeeding women on a regular basis via: phone, in-person contact, classes, support groups, and any other necessary service.

Schedule of contacts to be made by Peer Counselor to WIC eligible pregnant and breastfeeding women.

The Peer Counselor will be responsible for maintaining a relationship with WIC eligible moms during pregnancy and after delivery. The schedule will be as follows:

- a. In-person contacts with WIC eligible clients are the preferred method of counseling.
- b. Once a month for pregnant women and once a week within the last week within the last month of gestation.
- c. Post-delivery mothers will be contacted every 2-3 days in the first 10 days postpartum or more frequently if needed.
- d. Weekly contacts will be made for the remainder of the first month postpartum or more frequently if needed.
- e. Contact will be made within 24 hours if a mother reports any problems or concerns with breastfeeding.
- f. Women who have delivered, but are not breastfeeding **do not** need to be contacted.

5. The contractor is responsible for ordering and purchasing approved educational material as well as envelopes and postage for mailings.

Educational materials will be used to encourage breastfeeding including videos, DVDs, CDs, and written materials.

Pre-approved WIC breastfeeding educational materials will be given to clients to enhance learning and encourage breastfeeding.

Any of the following will be provided at the expense of the contractor:

- a. Development of advertising materials such as posters, invitations, save-the-dates, and business cards.
- b. Postage.
- c. Envelopes.
- d. The breastfeeding peer counselor should keep record of attendees and submit a list along with the monthly invoice.
- e. All WIC approved educational materials must be purchased by the contractor.

6. Maintain the Private Breastfeeding Room and Area for Breastfeeding Moms, Babies and their children.

Breastfeeding room for breastfeeding dyads. The contractor will provide a private breastfeeding room for nursing mothers and babies. The contractor will purchase all furniture and equipment for the room including: A WIC approved double electric breast pump and comfortable seating.

7. All WIC approved Medela manual breast pumps must be purchased by the contractor. The contractor is responsible for storage and inventory.

Manual Breast Pump Distribution. The contractor will provide the Peer Counselor with WIC approved Medela manual breast pumps. In the instances when manual pumps are necessary these pumps will be given to WIC eligible clients who are currently exclusively nursing or partially breastfeeding. Breast pumps should not be given to WIC eligible mothers who are artificially feeding their infants. If the client wishes to re-lactate or induce lactation, then the peer counselor needs to immediately contact the designated professional.

- The purchasing, ordering, and storing of the Medela manual breast pumps is the responsibility of the contractor.
- Only the Breastfeeding Peer Counselor with the permission of the designated professional will distribute these pumps.
- Upon distribution, the Peer Counselor must provide instruction to disassemble and re-assemble the pump.
- Cleaning instructions will be provided.
- Pump storage instructions will be reviewed.
- Review collection and storage guidelines for human milk.
- The Peer Counselor must document on the Pump log, the Daily Activity Log and the Client's individual contact log when giving a pump.

- No pumps are to be given to pregnant or non-breastfeeding mothers.
- The client must have already delivered her baby and be breastfeeding.

8. Monitoring and Evaluation

The Peer Counselor will complete daily activity logs to be submitted to the WIC Contract Manager on a monthly basis with the invoice. The Daily Activity Log (DAL) will be evaluated by the WIC Contract Manager for completeness of documentation, timeliness of contact, appropriateness of contact and number of hours spent on breastfeeding counseling. The WIC Program will not reimburse for activities not related to the WIC Program or breastfeeding. For example, “phone coverage” is not an acceptable cost. The peer counselor will be responsible for the following:

- Daily Activity Log
- Peer Counselor Monthly Monitoring Form
- Peer Counselor Client Contact Log
- Manual Breast Pump Inventory Log

The Contractor will agree to provide the Delaware WIC Program with quarterly breastfeeding reports to include the following statistics:

Race/ethnicity
Age
County of residence
Exclusivity
Age of baby at start of artificial supplementation
Age of infant when breastfeeding terminated

The Contractor agrees that the Delaware WIC Program Contract Manager will conduct on-site monitoring visits including examination of peer counselor documentation.

9. Staff Requirements

- The peer counselor is the employee of the contractor and must adhere to and enforce applicable policies, standards, rules, and regulations of the contractor including contractor standard of behavior in the workplace, dress code, and reimbursement policies.

- When participating in WIC designated activities treat WIC staff, with respect and courtesy.
- Keep all information confidential.
 - o All records to remain in a secure system.
- Contact all assigned participants according to scheduled intervals defined in contact guidelines.
- Complete and accurately document and adhere to deadlines for all records
 - o Monthly submission of Daily Activity Logs is required.
 - o Client Contact Logs
- Attend scheduled peer counselor and WIC affiliated meetings/conferences as required by contract.
- Refer participants to designated professionals.
- Assist with breastfeeding promotion/awareness within the WIC program and the community.
- Complete State Peer Counselor Training.
- All contractor communication with the WIC contract manager must be documented: via email or letter
- Be available outside working hours to new mothers who require breastfeeding support.
- Required to carry cell phone at all times, with the exception of supervisor approval, and respond to messages within 24 hours.
- Phone calls not to exceed 15 minutes, unless approved by supervisor.

The peer counselor must meet the following criteria:

- Based on population served, bilingual peer counselor maybe necessary
- paraprofessional with breastfeeding experience of at least 4 months,
- WIC/WIC-eligible
- Successfully completed the 12 hr Peer Counselor Training program provided by WIC.
- Enthusiastic to share her experience
- knowledge with pregnant women and new mothers
- Must possess a valid Class D driver's license.

The Contract Administrator will submit detailed monthly reports.

The Contractor will participate at the World Breastfeeding Event held the first week of August. The Peer Counselor will set up a display for the contracted site and be responsible for answering questions while at the event.

The contractor will be responsible for providing the following:

Computer with Internet Access
Private office for peer counselor
Office telephone
Cellular telephone for after hours
Secure filing system
Breastfeeding Room-fully furnished
Company benefits (optional)

Nondiscrimination Provisions

The Contractor agrees to comply with federal and state anti-discrimination acts, laws, rules and regulations.

Release of Records and Documents

In the event that the Contractor is unable for any reason to complete the terms of this proposal, the Contractor agrees to release to the Delaware WIC Program all information and documents pertaining to the program and program participants.

Attribution

The Contractor agrees to acknowledge the sponsorship of the Delaware WIC Program with respect to any public statement, press release, news item or publication related to the services and/or the individuals served as defined.

III. SPECIAL TERMS AND CONDITIONS

A. Length of Contract

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

B. Subcontractors

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

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

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.

IV. FORMAT AND CONTENT OF RESPONSE

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

A. Bidder's Signature Form

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

B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date (**due date: March 9, 2010 at 11:00am**).

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) Resumes; 3) Organization Charts.

E. Qualifications and Experience

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

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

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

F. Bidder References

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

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.

G. Proposed Methodology and Work Plan

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

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. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family

privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

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

V. BUDGET

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

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

VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

A. Number of Copies Required

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

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

Bidders will no longer be required to make hard copies.

The responses to this RFP shall be submitted to:

Wendy M. Brown
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 **March 9, 2010 at 11:00 a.m.**.
Later submission will be cause for disqualification.

C. Notification of Acceptance

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

D. Questions

All questions concerning this Request for Proposal must be in writing and
can be either mailed, faxed, or emailed to: **Ida M. Lawson or Desiree
Garcia**. Fax number: **302-739-3970** Email: ida.lawson@state.de.us or
desiree.garcia@state.de.us. Deadline for submission of all questions is
January 18, 2010. Written responses will be faxed or emailed to bidders no
later than February 2, 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:

<u>Activity</u>	<u>Date</u>
Bid Opening	March 9, 2010 11:00am
Selection Process Begins	March 10, 2010
Vendor Selection (tentative)	April 1, 2010
Project Begins	August 1, 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 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

VII. SELECTION PROCESS

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

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	Pass/Fail
--------------------------------	-----------

Understanding of the requirements and ability to provide the service.

1. Qualifications of vendor	40%
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a. How bidder plans to meet Scope of Work and deliverables -

- Deliverable #1: Peer Counselor will provide education, support and encouragement to WIC eligible pregnant and breastfeeding mothers. Contractor must provide private office for peer counseling
- Deliverable #2: Peer Counselor will relay breastfeeding information to WIC eligible pregnant and breastfeeding women. Peer Counselor will remain current on breastfeeding information. WIC will not be responsible for continuing education expenses. All breastfeeding information and educational materials will be approved through WIC administrative office.
- Deliverable #3: Referrals by Breastfeeding Peer Counselor should be made when issues including but not limited to client's health, medicines, and all other areas beyond scope of practice are in question.
- Deliverable #4: Peer Counselor will contact WIC eligible pregnant and breastfeeding women on a regular basis via: phone, in-person contact, classes, support groups, and any other necessary service.

- Deliverable #5: The contractor is responsible for ordering and purchasing approved educational material as well as envelopes and postage for mailings.
- Deliverable #6: Maintain the Private Breastfeeding Room and Area for Breastfeeding Moms, Babies and their children.
- Deliverable #7: All WIC approved breast pumps must be purchased by the contractor. The contractor is responsible for storage and inventory.

2. Inclusion of all requested elements	3%
3. Available resources	15%
4. Ability to work in coordination with other vendors and WIC Program Staff	10%

Methodology and Work Plan

1. Proposal addresses scope of work and deliverables mentioned in the RFP	10%
2. Proposed activities follow a logical sequence	5%

Adequacy of workplan & schedules

1. Builds on existing work of the Division's planning efforts	2%
---	----

Cost

1. Detailed budget narrative reflects reasonable costs	15%
--	-----

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

B. Project Costs and Proposed Scope of Service

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at

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

APPENDIX A:
BIDDERS SIGNATURE FORM



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

BIDDERS SIGNATURE FORM

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

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

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

APPENDIX B:
CERTIFICATION SHEET



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

CERTIFICATION SHEET

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

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

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

- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for profit corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:
- _____
- _____
- _____
- _____

Violations and Penalties:

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

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

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

The following conditions are understood and agreed to:

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

Date

Signature & Title of Official Representative

Type Name of Official Representative

APPENDIX C

STATEMENTS OF COMPLIANCE FORM



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

STATEMENTS OF COMPLIANCE FORM

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

Authorized Signature:_____

Title:_____

Date:_____

APPENDIX D

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



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

IF YOUR FIRM WISHES TO BE CONSIDERED FOR 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 E

Contract Boilerplate



**DELAWARE HEALTH
AND SOCIAL SERVICES**

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

A. Introduction

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

B. Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

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

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

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

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

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

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

To the Division at:

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

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix ____.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the

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

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

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

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

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

the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

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

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and 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:

Rita M. Landgraf
Secretary

Date

For the Division:

Karyl T. Rattay, MD, MS, FAAP, FACPM
Acting Director

Date

APPENDIX A

DIVISION OF PUBLIC HEALTH REQUIREMENTS

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

APPENDIX B

SERVICE AND BUDGET DESCRIPTION

1. Contractor: _____

Address: _____

Phone _____

E.I. No.: _____

2. Division: _____

3. Service: _____

4. Total Payment shall not exceed _____.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

_____ Federal Funds (CFDA# _____)

_____ State Funds

_____ Other Funds

_____ Combination of Funds