

State of Delaware

DEPARTMENT OF CORRECTION PROFESSIONAL SERVICES REQUEST FOR PROPOSAL SEX OFFENDER TREATMENT & EVALUATIONS RE-BID

Contract No. DOC1425-SEXOFTREV

JUNE 3, 2013

- *Deadline to Respond* -
JULY 18, 2013
10:00 AM EST

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TO PROVIDE SEX OFFENDER SPECIFIC EVALUATION SERVICES
ISSUED BY DELAWARE DEPARTMENT OF CORRECTION

I. Overview

The State of Delaware Department of Correction (DOC) seeks proposals pursuant to 29 Del. C. §§ 6981 and 6982 to facilitate sex offender evaluation and treatment and provide clinical consultation to probation officers. Proposals will be accepted to provide services either statewide or in individual counties. Providers may form partnerships and submit joint proposals; however, a single provider must be identified as the lead partner. The offenders served will be under the supervision of the Bureau of Community Corrections. The Department anticipates continuation funding in the next fiscal year.

Services under this contract shall be upon referral through the Bureau of Community Corrections. Services to be provided to a minimum of 450 individuals under the supervision of the Bureau of Community Corrections at the following supervision levels: Levels I, II, III, or IV (home confinement) offenders. Total funds available for services under this RFP are \$150,666. The Bureau shall maintain discretion for placement of all offenders into the program. Recommendations for removal from treatment must be in writing with justification and submitted to the supervising officer.

The service provider must provide services on days and at times conducive to the scheduling needs of the offenders to be served and the operations of the Probation and Parole Office. The offenders participating in the program may also be involved in programming currently available at other community based social services. While participation in sex offender programming will not pre-empt other treatment programming, the service provider must coordinate with existing programs and services when practical and beneficial to the offender. The service provider must ensure continuity of treatment for those offenders flowing from sex offender treatment at a level 4 or 5 institution.

Contractual staff must be responsible for monitoring the client's progress in treatment. The client's involvement in the criminal justice system will require extensive liaison and cooperation with the DOC as well as the other elements of the criminal justice system. Developing a positive relationship between the treatment program staff and the staff of the Bureau of Community Corrections is critical. The Department is committed to supporting [Senate Bill 226](#), an Act which promotes the institutionalized use of evidence based practices in decisions concerning the rehabilitation of offenders and ensures scarce resources are focused on higher risk offenders. Vendors should be prepared to explain how they will incorporate evidence based practices into the proposed delivery of services in accordance with this legislation.

The service provider must follow all safety and security related policies, procedures and special operational procedures as mandated by the Bureau of Community Corrections. This is mandatory if services are provided on DOC property.

The method by which the service provider plans to document direct service provision and any other related services for clients must be clearly represented. Documentation must include the maintenance of weekly attendance sheets. The service provider must be particularly attentive to the role of this program in the larger scheme of a comprehensive treatment plan. The unique relationship of the program to the various elements of the criminal justice system must be fully considered in developing and describing the services to be provided.

The DOC will perform a criminal history background investigation shortly after the contract is signed by all parties. Vendor and all staff may not come on-site prior to the completion of the investigation. If any of the Vendor's staff has been convicted of a crime, the DOC has the option to terminate the contract immediately and shall not pay for any time worked up to the time that this option is exercised. The Vendor must inform the DOC immediately if any new criminal charges are filed against the Vendor or its staff, subcontractors, agents or other persons performing any of the contracted services in any court in this or any other state or by the Federal government. The DOC reserves the right to immediately terminate the contract and withhold payment for work completed to date under this provision.

The service provider will be required to submit monthly program reports to include statistical, narrative and fiscal sections.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: June 3, 2013
Deadline for RFP Questions	Date: June 20, 2013 4:00 PM EST
Response to RFP Questions Posted	Date: June 27, 2013 4:00 PM EST
Deadline for Receipt of Proposals	Date: July 18, 2013 10:00 AM EST
Notification of Award	Date: No later than 90 days from Bid Opening

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

II. Scope of Services

A. Program Philosophy

The service provider must clearly describe its program philosophy. This philosophy must clearly reflect the service provider's understanding of the adult sex offender treatment role within the community supervision of the criminal offender. The philosophy must be reflected in the proposed program design and the overall approach should demonstrate the provider's knowledge and understanding of current modalities in sex offender treatment, such as those outlined in the professional standards for the Association for the Treatment of Sexual Abusers and the Delaware Sex Offender Management Board standards and guidelines.

Methodology: A provider who treats sex offenders under the jurisdiction of the criminal justice system must use evidence based sex offense-specific treatment. The preferred method of treatment is usually long-term, comprehensive and offense specific. Providers should develop programs that incorporate these concepts.

The content of offense-specific treatment for sex offenders shall be designed to:

- Give priority to the safety of an offender's victim(s) and the safety of potential victims and the community.
- Reduce offenders' denial and defensiveness;
- Decrease and/or manage offenders' deviant sexual urges and recurrent deviant fantasies;
- Educate offenders (and individuals who are identified as the offenders' support systems) about the potential for re-offending and an offender's specific risk factors;
- Teach offenders self-management methods to avoid a sexual re-offense;
- Identify and treat the offenders' thoughts, emotions, and behaviors that facilitate sexual re-offenses or other victimizing or assaultive behaviors;
- Identify and correct offenders' cognitive distortions;
- Educate offenders about non-abusive, adaptive, legal, and pro-social sexual functioning;
- Educate offenders about the impact of sexual offending upon victims, their families, and the community;
- Identify and treat offenders' personality traits and deficits that are related to their potential for re-offending;
- Identify and treat the effects of trauma and past victimizations on offenders as factors in their potential for re-offending;
- Identify and reduce any social and relationship skill deficits;
- Communicate with the offenders' support system to assist in meeting treatment goals; and
- Evaluate the role culture, sexual orientation, power and control may have on achieving treatment goals.

B. Goals and Objectives

The service provider must describe the overall goals and objectives of the proposed program. Goals must be directed toward successful implementation of the program philosophy and reflect the unique purpose in which the programming for sex offender treatment in a community setting will be an alternative treatment for sex offenders. Objectives must be supportive of the achievement of the goals, must be measurable and must provide a specific timeframe. Objectives must realistically reflect the sensitivity of the service provider to the sexual, age, ethnic, and cultural characteristics of the projected target population. The service provider should also specify which program service (see next section, "C", Services to be provided) or individual staff person is responsible for each objective. By means of a client flow chart for program services, the number of clients to be served must be projected. Specific tasks and activities should also be outlined and each should be tied to a specific time frame.

C. Services to be Provided

Services to be provided must be described in detail and include how the program plans to document admissions to the program, and treat, discharge and provide follow-up services for clients. The unique relationship of the program to the various elements of the criminal justice system must be fully considered in developing and describing the services to be provided since the clients will have significant criminal justice system involvement. The service provider must describe provisions for assuring accessibility and availability of services throughout the program's service area and address provisions for short-term sentences.

The service provider is required to include a description of all of the following:

1. Facilitation of Group Sessions - The service provider shall outline their process and methodology for facilitating sex offender group sessions. Process and methodology should allow for offender progression as agreed upon by DOC staff and treatment provider. The service provider shall facilitate weekly group sessions, which last approximately one and a half (1 ½) hour. The group shall consist of 8 - 12 sex offenders and be open-ended in regards to admittance. The offender to therapist ratio must be 8:1 or 12:2. The service provider must provide verbal feedback to the unit supervisor and/or supervising officer as to the participation and progress of the individual participants at least monthly but within 24 hours if exigent circumstances exist pertaining to disruption of group and/or threat to offender/community/identifiable victim safety. A written report may be requested. Service provider must also provide copies of attendance sheets to the DOC designee(s) on a weekly basis. Ability to facilitate group sessions designed to treat mentally ill offenders, bring offenders out of denial as well as to facilitate maintenance groups should also be addressed.
2. Evaluation of Offender - The process for conducting evaluations must be presented and include, at a minimum, sex offense risk assessment using the Static-99R, Stable, and Acute, at least one cognitive distortion scale, and a scale/test that addresses motivation and amenability to treatment. Individual evaluations shall be conducted by the service provider on all offenders unless one has been completed within the previous six months. Evaluations must examine the interaction of the offender's mental health, social/systemic functioning, family and environmental

functioning, and offending behaviors. Evaluators have an ethical responsibility to conduct evaluations in a comprehensive and factual manner regardless of the offender's status within the criminal justice system. The service provider must state how risk/needs will be assessed. A typed report outlining risk and summarizing the above requested information shall be submitted electronically to the supervisor within 30 days after completion of assessment interview. The report shall include primary client needs that if addressed will promote success in treatment and on supervision.

Sex offense specific evaluations are not intended to replace more comprehensive psychological or neuropsychological evaluations. More intensive assessments may be performed only after approval is granted by the Regional Manager and Contract Manager. The assessment process will begin within ten (10) working days of the referral. A typed report shall be submitted electronically within thirty (30) days of the final assessment interview.

3. Treatment Plan - The method of developing and documenting a treatment plan for each offender must be described. This shall include the content of the treatment plan, who will be involved in its development, specification of long-term and short-term goals, and the obligations of the treatment staff and the client. The treatment plan shall be specific to the individual's pathway to offending. A copy of the typed treatment plan will be submitted electronically to the unit supervisor within 30 days of the individual entering into either group or individual treatment. The service provider must coordinate with existing programs and services when practical and beneficial to the offender. Provision must be made for regular supervisory notations in each record that speak to the appropriateness of the treatment plan as reflected in the progress notes. The service provider should specify what is to be included in the records, who is to make entries, when they are to be made, who will review them, when they will be reviewed, and the mechanism for their safekeeping. The treatment plan should be compatible with Sex Offender Special Conditions of Probation as established by the DOC.

Service provider will use polygraph as part of treatment process as jointly deemed appropriate by DOC staff and provider. Cost of such exams will primarily be the responsibility of the offender. Service provider must demonstrate ability to provide referrals to and incorporate results of examination into an offender's treatment plan.

4. Case Management - The methodology and documentation for case management should be outlined. The case management function must include extensive liaison with the involvement of appropriate Bureau of Community Corrections staff and other criminal justice system representatives.
5. Discharge from Treatment - The service provider must present written discharge criteria. Discharge planning and procedures must be closely coordinated with designated Bureau of Community Corrections staff. A typed discharge report with recommendations must be submitted electronically within 10 days of mutual decision to discharge for each participant. The discharge report shall include the time frame each individual participated in treatment, the frequency and modality of treatment, the reason for discharge, and key treatment components the individual will need to focus for successful completion. Negative discharge reports will be submitted prior to discharge.

6. Consultation with Supervising Officer - The service provider must describe how they will consult with the supervising officer regarding individual offenders. This consultation will include results of the risk assessment, feedback on group involvement and recommendations for continued therapeutic interventions by the officer within established time parameters. Consultation will include the electronic submission of a typed progress report at a minimum of every four months. The progress report will include the status of those goals identified in the treatment plan.
7. Client Confidentiality - The service provider must describe precautions to be taken to ensure the confidentiality of client information in accordance with Federal Confidentiality Regulations. Providers shall maintain client files in accordance with professional standards, state law, federal law and contractual agreements.
8. Population to be Served - Individuals to be served shall be under the supervision of the Bureau of Community Corrections at the following supervision levels: Levels I, II, III or IV (Home Confinement). Those offenders who deny their offense shall not be excluded from treatment.
9. Communication - Vendor must demonstrate ability to coordinate closely and communicate regularly with DOC staff. At a minimum, the DOC expects the vendor will provide and maintain contact information for all staff involved in the treatment of offenders. The Vendor is responsible for informing DOC of a change or substitution, whether temporary or permanent, of any treatment staff within 24 hours of such change. The Vendor must keep DOC staff, especially the contract administrator, informed of issues and problems, their resolution, special needs and any other special circumstances as deemed necessary. It is expected that DOC staff will maintain open lines of communication with each vendor to ensure treatment is being provided in a timely and effective manner.

The vendor will have the means to communicate with DOC staff through written correspondence, telephone and electronic mail. The format for all written reports will be approved by the DOC designee and conform to the Department of Technology's [Data Management Policy](#). Invoices will be typed and submitted electronically on a monthly basis. The vendor is responsible for providing documentation with the invoice to justify all requested fees.

D. Staff and Staff Development

The service provider must provide information on staffing for the proposed program. Where possible a definitive staffing pattern should be presented consistent with the proposed program capacity. The individual identified as the full operating lead treatment provider must meet the following criteria:

1. The individual shall have a *Masters Degree* in a behavioral science related field and shall have completed within the past five (5) years a minimum of 2,000 *hours* of clinical experience specifically in the areas of evaluation and treatment of sex offenders, at least half of which shall have been face-to-face therapy with adult convicted sex offenders

OR

The individual shall have attained the underlying *credential of licensure or certification and be in good standing* as a physician, psychologist, clinical social worker, professional counselor, marriage and family therapist, clinical psychiatric nurse practitioner or clinical psychiatric nurse specialist

AND

The individual shall have completed within the past five (5) years a minimum of 1,000 *hours* of clinical experience specifically in the areas of evaluation and treatment of sex offenders, at least half of which shall have been face-to-face therapy with adult convicted sex offenders. Such clinical experience may have been obtained while seeking licensure or after obtaining licensure.

2. The individual shall have had at least eighty (80) hours of documented training specifically related to evaluation and treatment methods as mandated by the Delaware Sex Offender Management Board within the last five years. The individual must demonstrate a balanced training, with fifty (50) of the hours coming from the subject areas listed as sex offense specific training and thirty (30) hours coming from the general topic areas as described below. Fifteen (15) hours of required thirty (30) general topic training hours must be in the area of victimology.

Sex offense specific training (at least 50 hours required from these areas):

- Prevalence of sexual offending by adults/victimization rates
- Typologies of adult sex offenders
- Sex offender evaluation and assessment
- Sex offender treatment planning and assessing treatment outcomes
- Community Supervision techniques
- Clinical supervision training
- Treatment modalities, specific recommended applications, justification for use, contra-indicators
- Sex Offender Treatment Techniques including:
 - Evaluating and reducing denial
 - Behavioral treatment techniques
 - Cognitive behavioral techniques
 - Relapse prevention
 - Offense cycle
 - Empathy training
 - Confrontation techniques
 - Safety and containment planning
- Offender/offense characteristics
 - Crossover
- Sex offender risk assessment
- Objective measures including:
 - Polygraph
 - Plethysmograph
 - Abel Assessment
- Special sex offender populations including:
 - Sadists
 - Psychopaths
 - Developmentally disabled

Compulsive
Juvenile
Female

- Family Unification/visitation
- Pharmacotherapy with sex offenders
- Impact of sex offenses
- Assessing treatment progress
- Support system, family stability, parenting skills
- Sex offender attachment style
- Knowledge of laws, policies and ethical concerns relating to confidentiality, mandatory reporting, risk management and offender participation in treatment
- Ethics
- Philosophy and principles of the Sex Offender Management Board
- Continuing research in the field of adult sexual offending

General topic training areas (at least a total of 30 hours required from these areas, to include 15 hours of victimology):

- Victim issues including impact and treatment
- Knowledge of criminal justice and/or court system, legal parameters and the relationship between the provider and the courts, including expectations related to testifying in court
- Secondary and Vicarious Trauma
- Anger management
- Healthy sexuality and sex education
- Learning Theory
- Multicultural sensitivity
- Understanding transference and counter-transference
- Family dynamics and dysfunction including domestic violence
- Co-morbid conditions, differential diagnosis
- Investigations
- Addictions and substance abuse

At a minimum, the service provider must present a proposed staff-to-client ratio and proposed job descriptions and minimum requirements. Resumes of key staff persons, if known, should be presented.

E. Sex Offender Management Board

Vendors should be aware that the State of Delaware has established a Sex Offender Management Board (SOMB), tasked with developing and standardizing the evaluation, identification, treatment, and continued monitoring of sex offenders at each stage of the criminal justice system. All SOMB standards and guidelines are available at somb.dshs.delaware.gov including the qualifications for sex offender treatment providers. The Department of Correction is required to comply with the standards established by the Board; bidders should be aware that they will also be required to comply should they be a successful bidder.

F. Implementation Plan

The service provider should present a plan that details the implementation of the program from the date of contract award to full operational status. At a minimum, the plan should include the following functions; Equipping of facility, staff recruitment, hiring, and training; development of policy and procedures manual; coordination with criminal justice system and other related agencies; and establishment of positive relations with the community in which the program is located. It is expected that the implementation plan will be structured so that the provision of sex offender treatment services will be operational effective **September 1, 2013.**

III. Business Proposal

Reimbursement will be on a per client and/or per service basis. The proposal shall be reflective of the total proposed number of 450 clients to be serviced over a one year period.

Interested vendors shall propose a detailed statement identifying any and all fees indexed to specific services to be provided on a per client/ per visit basis. Such proposal shall include the specific amount of any required co-payment to be paid by from clients for such services. Such proposal shall also include the following essential components:

- 1) A spreadsheet detailing each service to be provided and the fee to be provided for such service, including any identified co-payments from clients
- 2) The method by which records of payments and co-payments will be preserved and retained
- 3) The method by which the State shall have access to such records for auditing purposes
- 4) The method by which the vendor will report the total value of co-payments received from clients on a "per month" basis
- 5) A method for identifying clients who are unable to pay
- 6) A method to waive co-payments for inability to pay
- 7) A method to account for the value to waived co-payments on a per month basis

Proposals which fail to include the above referenced information may be deemed non-responsive. The Department specifically reserves the right to modify or negotiate the terms proposed relating to fees for service and co-payments.

Department of Correction
Bureau of Community Corrections
Probation and Parole
Address and Telephone Listing

Wilmington Probation and Parole
314 Cherry Lane
New Castle, DE 19720
(302) 577-3443

Sussex Work Release Center
23207 duPont Blvd.
Georgetown, DE 19947
(302) 856-5790

New Castle Probation and Parole
26 Parkway Circle
Churchman's Center
New Castle, DE 19720
(302) 323-6050

Plummer Community Correction Center
38 Todds Lane
Wilmington, DE 19802
(302) 577-3039

Dover Probation and Parole
511 Maple Parkway
Dover, DE 19901
(302) 739-5387

Morris Community Correction Center
300 Water Street
Dover, DE 19901
(302) 739-4758

Georgetown Probation and Parole
Georgetown Shipley Service Center
546 South Bedford Street
Georgetown, DE 19947
(302) 856-5243

Seaford Probation and Parole
Shipley State Service Center
350 Virginia Avenue
Seaford, DE 19973
(302) 628-2016

IV. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Delaware business license:
Provide evidence of a Delaware business license or evidence of an application to obtain the business license for the Company submitting proposal. Non-profit agencies, who are not required by Delaware law to have a business license, should have and provide current 501(c)(3) documentation from the IRS.
2. Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000.00.

B. General Evaluation Requirements

The program proposal submitted to the DOC must conform to the format described in these instructions. The proposal should contain a cover letter, which includes names and titles of key personnel to contact for additional information.

The table of contents should follow the cover letter. All pages must be numbered.

V. Organizational Information

- A. The service provider must provide a description of the organization responding to the Request for Proposal. If the service provider is or represents a for-profit or not for profit corporation, the fact sheet on the following page must be completed and submitted with the program proposal. If the service provider is or represents a group, which intends to incorporate, the fact sheet must be filled out as per the proposed incorporation plans, and sufficient evidence of ability to achieve corporate status prior to initiation of proposed program services must be presented.
- B. The service provider must present evidence of corporate and/or service provider experience in providing sex offender assessment and/or similar service sufficient to indicate the capacity to successfully manage/operate the proposed program.

- C. The service provider must present evidence of corporate and/or service provider experience in working cooperatively with all elements of the criminal justice system sufficient to indicate the capacity to successfully manage/operate the proposed program.
- D. The successful bidder agrees that it shall indemnify and hold harmless the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

FACT SHEET

- 1. Corporate Name: _____
- 2. Mailing Address: _____
- 3. Business Address: _____
(if different from mailing address)
- 4. Telephone (_____) _____
- 5. Director's Name & Phone _____ (_____) _____
- 6. Contact Person: _____
(if other than Director)
- 7. List Persons Authorized to Sign Contracts: _____
- 8. Date of Incorporation: _____
- 9. Tax Status (check one of the following) For Profit Private Nonprofit
- 10. If the agency operates from more than one location, list the address and phone numbers of the other locations: _____
- 11. DE Business License No. _____
- 12. Federal Employee ID No. _____
- 13. Attach Copy of Corporate Organization Structure.
- 14. Attach Resume or Vitae of all Corporate Officers.

VI. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form only through the State of Delaware, Procurement website at bids.delaware.gov. Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* § 6981.

3. Assistance to Vendors with a Disability

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

NAME	Erika Martine-Duquette
DEPARTMENT	Department of Correction
ADDRESS	245 McKee Road, Dover, DE 19904
EMAIL ADDRESS	Erika.martine@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact consultant or legal counsel on any matter related to the RFP.

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business and such communications shall be limited to subjects relating to the normal course of business.

7. **Organizations Ineligible to Bid**
Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.
8. **Exclusions**
The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:
 - a) Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 - b) Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
 - c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 - d) Has violated contract provisions such as:
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
 - e) Has violated ethical standards set out in law or regulation; and
 - f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. **Acknowledgement of Understanding of Terms**
By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.
2. **Proposals**
To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with six (6) paper copies and one (1) electronic copy on CD.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **10:00 AM EST on July 18, 2013**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Department of Correction
245 McKee Road, Dover, DE 19904
ATTN: Erika Martine-Duquette, Purchasing Services Administrator**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **10:00 AM EST on July 18, 2013**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder for the initial term of the contract. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

9. Concise Proposals

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information

in a separate, sealed envelope labeled “Proprietary Information” with the RFP number. The envelope must contain a letter from the Vendor’s legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not “public record” as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendors’ systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

The State of Delaware expects to negotiate and contract with only one “prime vendor”. The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from vendors who are co-bidding on this RFP. The prime vendor will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime vendor is solely responsible for fulfillment of any contract with the State as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for

work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

13. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

Use of subcontractors must be clearly explained in the proposal, and subcontractors must be identified by name. Any sub-contractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. Deadline for receipt of questions is **4:00PM June 20, 2013**. All questions will be consolidated into a single set of responses and posted on the State's website at bids.delaware.gov by **4:00PM June 27, 2013**. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

- Section number
- Paragraph number
- Page number

- Text of passage being questioned
- Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

15. Post-Submission Protest Available; Waiver

DOC will advise each proposing party within 2 days of the award of a contract to one or more of the proposing parties. Protests after the contract has been awarded can be submitted to [DOC Purchasing Mailbox@state.de.us](mailto:DOC_Purchasing_Mailbox@state.de.us) and must include thorough explanation(s) for the basis of same. Post-Submission protests must be submitted as set forth herein no later than 10 days from the date upon which the vendor was notified of a contract award. Filing a protest will not necessarily interrupt a contract from being executed however such a remedy may be requested in any post-submission protest letter. Post-submission protest letters which lack reasonable specificity as to facts, sections of the RFP, applicable statutes, and applicable legal principles shall be rejected and DOC shall consider such protests void *ab initio*. The failure to exhaust all administrative remedies available to the vendor shall be considered by DOC in the event of any litigation relating to this RFP or the award of any contract contemplated by this RFP. Any vendor who fails to raise an objection or protest based upon subject matter that could have been raised in a pre-submission protest shall be deemed to have waived and voluntarily abandoned any such basis for said protest. The Department will review the protest letter with appropriate Bureau Chief, Bureau Chief of Management Services and Counsel, and provide a written response within thirty (30) calendar days.

16. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State's Right to Award Multiple Source Contracting
Pursuant to 29 *Del. C.* § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Notification of Withdrawal of Proposal
Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

20. Revisions to the RFP
If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

21. Exceptions to the RFP
Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

22. Award of Contract
The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications
After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid of the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the

State of Delaware. The award is subject to the appropriate State of Delaware approvals.

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide, in timely manner, any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team shall make a recommendation regarding the award to the Purchasing Administrator, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.

- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:

a. Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Background and summary	10
Experience and capability	20
Project Organization and staffing	10
Service Delivery	50
Financial Strength	10
	100

[Note: Price can only be considered in contract for professional services under §6982(b).]

3. Proposal Clarification

The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

4. References

In order to have your proposal considered, supply three (3) letters of reference from agencies for which you have contracted for services similar to those described in this proposal packet. Please include agency name, address, telephone number, and contact person. The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) year, with three (3) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

Any evidence of agreement or collusion among vendor(s) and prospective vendor(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such vendor(s) void.

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion

or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

3. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

4. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Vendors may not knowingly employ a person who cannot legally accept employment under state or federal law. If a vendor discovers that they have done so, they must terminate that employment immediately.

5. General Contract Terms

a. Independent contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship

between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware shall provide working space and sufficient supplies and material to augment the Contractor's services.

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject vendor to applicable fines and/or interest penalties.

d. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

NAME	Erika Martine-Duquette
DEPARTMENT	Department of Correction,
ADDRESS	245 McKee Road, Dover, DE 19904
EMAIL ADDRESS	Erika.martine@state.de.us

e. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, ole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively ""Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- (a) Procure the right for the State of Delaware to continue using the Product(s);
- (b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- (c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

f. Insurance

- 1. Vendor 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 vendor'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 vendor in their negligent performance under this contract.

- 2. The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

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

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- 4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.
- g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.
 - h. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration,

customizations or modifications so that it functions according to the State's requirements.

i. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

j. Penalties

The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation

previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. Vendor Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

q. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

r. Applicable Law

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful vendor consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- (1) The laws of the State of Delaware;
- (2) The applicable portion of the Federal Civil Rights Act of 1964;
- (3) The Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- (4) A condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- (5) That programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State Laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

s. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

t. Other General Conditions

- (1) Current Version
“Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- (2) Current Manufacture
Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

- (3) **Volumes and Quantities**
Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- (4) **Prior Use**
The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
- (5) **Status Reporting**
The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- (6) **Regulations**
All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (7) **Changes**
No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- (8) **Additional Terms and Conditions**
The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

E. RFP Miscellaneous Information

1. **No Press Releases or Public Disclosure**
Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the State of Delaware.
2. **RFP Reference Library**
The State of Delaware has made every attempt to provide the necessary information within this RFP. The State of Delaware will make the reference library available only to the winning bidder.
3. **Definitions of Requirements**
To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory

requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

4. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

(Remainder of this page left intentionally blank)



OSD Certification Application found here:
<http://gss.omb.delaware.gov/osd/certify.shtml>

State of Delaware
Office of Supplier Diversity
Certification Application



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/>