

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
FAMILY ENGAGEMENT & RECIDIVISM REDUCTION PROGRAM  
ISSUED BY GOVERNMENT SUPPORT SERVICES  
CONTRACT NUMBER GSS17814-RECIDIVISM**

**Contents:**

- I. Overview
  - II. Scope of Services
  - III. Required Information
  - IV. Professional Services RFP Administrative Information
  - V. Contract Terms and Conditions
  - VI. RFP Miscellaneous Information
  - VII. Attachments
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

**\*\* Ctrl+Click on the headings above will take you directly to the section.**

**I. Overview**

The State of Delaware Department of Government Support Services on behalf of the Department of Correction (DOC) seeks professional services to provide evidence-based family engagement and recidivism reduction services.

The Department of Correction, Bureau of Community Corrections (“BCC”) is seeking proposals from interested and qualified eligible organizations and firms, to provide family engagement and recidivism reduction services. Under the BCC contract, the intended population will be persons who are preparing to be released or have been released from Level IV Community Corrections Facilities, or who are currently under Probation & Parole supervision, with an emphasis on New Castle County. Eligible Vendors are nongovernmental entities or consortiums/coalitions of nongovernmental entities that provide such services to the target populations as described in the prior paragraph. An awarded Vendor(s) shall have a demonstrated five year history of providing services to the target population they intend to serve (five years immediately prior to the submission of the application for this contract opportunity).

This RFP prioritizes reentry planning to improve family bonds and support the wellbeing of the offender’s family, with a special focus on the offender’s children. Individuals leaving a correctional facility and reentering the community must balance a variety of needs. The

STATE OF DELAWARE  
Government Support Services

criminogenic needs (factors that influence criminal behavior based on underlying criminological theories) of the population leaving the prison environment is summarized in the table below using data from the offender population's Level of Service Inventory-Revised (LSI-R) assessment scores. The LSI-R captures ten domains, including criminal history, education/employment, financial, family/marital, accommodations, leisure/recreation, companions, alcohol/drug, emotional/personal, and attitude/orientation. The table below summarizes the distribution of needs.

Distribution of Dynamic Needs		Total Sample N = 1315	
	Count	Percentage (Pop.)	
<b>3 or More Dynamic Needs</b>	1141	86.8%	
<b>Have Criminal Peers</b>	1076	81.8%	
<b>Had Financial Insecurity</b>	1004	76.3%	
<b>Need Education/Employment</b>	753	57.3%	
<b>Had Emotional/Personal</b>	682	51.9%	
<b>Need Accommodations</b>	582	44.3%	
<b>Alcohol/Drug Problems</b>	825	62.7%	
<b>Leisure/Recreation Problems</b>	690	52.5%	
<b>Family/Marital Problems</b>	496	37.7%	
<b>Criminal Thinking Problems</b>	172	13.1%	

Demographics of the target community corrections population are summarized below. Data were obtained by aggregating LSI-R assessment data from offenders leaving Level V prison custody in FY16 and beginning a term of community corrections custody or supervision. There were 1,315 individuals meeting these criteria during that time period.

Demographics		Total Sample N = 1315	
	Count	Percentage (Pop.)	
<b>Gender</b>			
<b>Male</b>	1069	81.3%	
<b>Female</b>	246	18.7%	
<b>Race</b>			
<b>Asian/Pacific Islander</b>	1	0.0%	
<b>Black</b>	562	42.7%	
<b>Hispanic</b>	49	3.7%	
<b>Native American</b>	0	0.0%	
<b>White</b>	703	53.5%	
<b>Age</b>			
<b>16-27</b>	439	33.4%	
<b>28-35</b>	359	27.3%	
<b>36-42</b>	186	14.1%	

STATE OF DELAWARE  
Government Support Services

Demographics		Total Sample N = 1315
<b>43 or older</b>	331	25.2%
<b>LSI-R Risk Level for Recidivating</b>		
<b>Low</b>	34	2.6%
<b>Moderate</b>	576	43.8%
<b>High</b>	705	53.6%

Delaware-specific data regarding the percentage of incarcerated or supervised offenders who have children is not available; however, national data indicates that 44-55% percent of fathers had at least one minor child living with them before incarceration and 64-84% percent of mothers had at least one minor child living with them before incarceration (Glaze and Maruschak, “Parents in Prison and Their Minor Children”. Bureau of Justice Statistics, Washington, D.C. 2011). Parental incarceration has been found to elevate the risk of a child living in poverty or experiencing household instability, independent from parental substance abuse, mental health, inadequate education, or other challenges (Phillips, Errantly, Keeler, Costello, Angold, Johnston, et al. “Disentangling the risks: Parent criminal justice involvement and children’s exposure to family risks.” *Criminology and Public Policy*, 5, 677–702, 2006). Having an incarcerated household member is considered an Adverse Childhood Experience (ACES). When ACES are not moderated by supportive adult relationships, ACES have been found to result in toxic stress which has documented biophysical ramifications and can result in behavioral issues, higher risk for sexual activity and adolescent pregnancy, adult chronic health problems, alcoholism, and drug use (American Academy of Pediatrics, “Adverse Childhood Experiences and the Lifelong Consequences of Trauma,” 2014).

Services proposed via the bid process should respond to the demographic and assessment data provided. Applicants should review information about the DOC’s general population available in the Department’s FY16 Annual Report, available at <http://www.doc.delaware.gov/annualReport.shtml>. Applicants should also familiarize themselves with the locations of the DOC’s BCC facility locations (Level IV community corrections centers and Probation & Parole centers) and should specifically identify the proposed intervention site, if it is to include co-location of any type at a DOC facility/site.

DOC will consider proposals for a variety of programming concepts to support parenting skills, family reunification, and support for the offender’s child(ren). For information about the needs of families with incarcerated parents, applicants may wish to refer to the following publications and resource guides:

- **Resources about Incarcerated Parents and Children with Incarcerated Parents** (Abridged resource list from the Annie E. Casey Foundation “Children with Incarcerated Parents: A List of Selected Resources”)
  - Children and Families with Incarcerated Parents: Exploring Development in the Field and Opportunities for Growth, Bouchet, S. (2008). [www.aecf.org/childrenofincarcerated.aspx](http://www.aecf.org/childrenofincarcerated.aspx)

STATE OF DELAWARE  
Government Support Services

- CW360<sup>o</sup> This journal is published by the University of Minnesota, Center for Advanced Studies in Child Welfare.  
<http://cehd.umn.edu/SSW/cascw/research/cw360.asp>
  - Family and Corrections Network. [www.fcnetwork.org](http://www.fcnetwork.org)
  - Grantmakers for Children, Youth and Families Beyond the Bars: A new GCYF Learning Initiative on Children with Incarcerated Parents.  
[www.gcyf.org](http://www.gcyf.org)
  - When a Parent Is In Prison  
[www.tngsecure.com/scripts/mcc/catalog/product\\_detail.php?pid=1002](http://www.tngsecure.com/scripts/mcc/catalog/product_detail.php?pid=1002).
  - Broken Bonds: Understanding and Addressing the Needs of Children with Incarcerated Parents, La Vigne, N.G., Davies, E., and Brazzell, D. (2008).  
[www.urban.org/url.cfm?ID=411616](http://www.urban.org/url.cfm?ID=411616)
  - Families Left Behind: The Hidden Costs of Incarceration and Reentry, Travis, J., Cincotta, E.M., and Solomon, A.L. (2006).  
[www.urban.org/publications/310882.html](http://www.urban.org/publications/310882.html)
  - Focus on Children with Incarcerated Parents: An Overview of the Research Literature, Hairston, C.F. (2007). [www.aecf.org/childrenofincarcerated.aspx](http://www.aecf.org/childrenofincarcerated.aspx)
  - Serving Incarcerated and Ex-Offender Fathers and Their Families: A Review of the Field, Jeffries, J.M., Menghraj, S., and Hairston, C.F. (2001).  
[www.vera.org/publications/publications\\_5.asp?publication\\_id=20](http://www.vera.org/publications/publications_5.asp?publication_id=20)
  - Center for Children of Incarcerated Parents. [www.e-ccip.org](http://www.e-ccip.org)
  - Council of State Governments Justice Policy Center.  
[www.reentrypolicy.org/issue\\_areas/children\\_families\\_project](http://www.reentrypolicy.org/issue_areas/children_families_project)
  - Policy Recommendations on Families of Adult Offenders Recommendations fall into four groups: government policies and procedures, the role of the criminal justice system, community support, and the role of research.  
[www.fcnetwork.org/reading/policy.html](http://www.fcnetwork.org/reading/policy.html)
- **Parenting/Family Engagement Models for Incarcerated Parents and their Children include, but are not limited to:**
    - Directory of Programs Serving Children & Families of the Incarcerated (compiled by Rutgers University)  
<https://nrccfi.camden.rutgers.edu/resources/directory/>
    - The following programs are included in SAMSHA's National Registry of Evidence-Based Programs and Practices (NREPP)
      - Parenting Inside Out (and modified Parenting From Prison)
      - Partners in Parenting (Based on TCU Mapping-Enhanced Counseling)
      - Bidders are strongly encouraged to consult the Pew Charitable Trust's Results First Database to search for effective program options. CrimeSolutions.Gov and NREPP clearinghouse results, among others, are conveniently combined in one search engine.  
<http://www.pewtrusts.org/en/multimedia/data-visualizations/2015/results-first-clearinghouse-database>
- **Successful correctional programs should include the following Evidence-Based Principles:**
    1. **Assess actuarial risk & needs-** Programs should utilize DOC offender assessment data to guide intake and program eligibility

STATE OF DELAWARE  
Government Support Services

2. **Enhance intrinsic motivation-** Programs should utilize Stages of Change approaches to determine the participant's motivation level and should employ strategies such as Motivational Interviewing to enhance the participant's intrinsic motivation to engage in programming and pursue and achieve their goals.
3. **Target interventions-** Ensure that the "right" participants are getting the "right" programming in the "right" way and in the "right" amount by considering the following and incorporating these principles into the program design:
  - Risk Principle- Programs should target moderate or high risk individuals. Risk level is determined by assessing dynamic and static factors.
  - Needs Principle- An offender's needs include stabilizers and destabilizers present in an individual's life which increase or decrease risk. Programs should target specific needs.
  - Responsivity Principle- requires staff to combine controls and treatment to address the static risk and criminogenic needs of the clients with whom they work. Programming should be cognitive-behavioral in modality and consider the client's learning style, level of motivation, and gender/ethnicity. Services should target Criminogenic Needs and destabilizers. Nature and type of needs/destabilizers should drive programming.
  - Dosage- Higher concentration of programming should be provided to higher risk offenders
  - Treatment-
4. **Skill train with directed practice-** Programming should not include lecture-based models; programs should employ cognitive behavioral therapy (CBT) approaches
5. **Increase positive reinforcement**
6. **Engage ongoing support in natural communities**
7. **Measure relevant processes/practices-** Assess participant progress regularly using assessment tool(s); monitor fidelity of program's Evidence-Based Practices
8. **Provide measurement feedback-** Programs will discuss individual participant progress with participants and will provide regular reports on aggregate program results to DOC using DOC's Strategic Partnership Oversight (SPOC) quarterly reporting system. (Attachment 11).

An estimated amount, not to exceed \$125,000 has been allocated for these services for the term of the engagement. Subsequent program periods will be dependent on budgetary funding, efficiency of the program, in demonstrating a reduction of recidivism, and/or other criteria as deemed appropriate by the DOC. The successful Vendor shall provide services that are designed to strengthen justice-involved families, enable persons to refrain from engaging in crime, reconnect with their family members, and/or contribute to their communities.

The number of awards will be determined by the quality of the proposals received. The State reserves the right to award as many or as few contracts as it deems necessary, including awards that fund services over multiple service areas within the State.

STATE OF DELAWARE  
Government Support Services

This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

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

Public Notice	<b>Date: November 9, 2017</b>
Deadline for Questions	<b>Date: November 15, 2017, 4:00 p.m. (Local Time)</b>
Response to Questions Posted by:	<b>Date: November 20, 2017</b>
Deadline for Receipt of Proposals	<b>Date: November 30, 2017, 3:00 PM (Local Time)</b>
Estimated Notification of Award	Date: January 1, 2018

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. (Applicant exceptions must also be recorded on Attachment 3).

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

A mandatory pre-bid meeting has not been established for this Request for Proposal

**II. Scope of Services**

The Vendor shall provide evidence-based family engagement and recidivism reduction programming for offenders as identified by the BCC. Programming may occur at Level IV correctional facilities or may be co-located at Probation & Parole and/or may occur off-site in a community setting.

Available resources shall be designed to prepare offenders for re-entry and/or support their reentry into the community with a focus on family engagement, parenting, and family stability. Programs shall include adequate personnel, training and administrative resources. Additionally, the program shall track individuals through assigned phases of the program for administrative reporting to requesting agencies, and/or to report successful completion of assignments for court ordered oversight.

STATE OF DELAWARE  
Government Support Services

**III. 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. Be a non-governmental entities or consortiums/coalition of non-governmental entities that provide community recidivism and crime reduction services to the target population.
2. Have a demonstrated history of providing services similar to the programs described in the Overview section of this RFP to the target population five years immediately prior to the submission of the proposal for this contract opportunity, including:
  - a. Delivery of a narrative overview of the program focal points and means to increase offender family engagement, increase wellbeing of the offender's child(ren), and reduce recidivism, and
  - b. Flow chart and timeline of meeting(s) with identified target population to ensure effective engagement
    - i. NOTE: Final program structure and service location shall require approval by the requesting agency prior to contract award.
3. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. Have the full ability to begin delivering proposed services within thirty (30) days of an awarded contract.
6. Possess and provide all appropriate license(s), issued by the State of Delaware and/or regulating agencies (if required based on the services provided).
7. Meet other presentation and participation requirements listed in this RFP.
8. Have no record of unsatisfactory performance. Vendors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Vendor, shall be presumed to be unable to meet this requirement.

**B. General Evaluation Requirements**

1. Experience and Reputation
2. Expertise in the service areas of Family Engagement, Parenting Education, and/or Recidivism Reduction Programming
3. Capacity to meet requirements (size, financial condition, etc.). Ability to offer infrastructure to operate within New Castle County.
4. Quality of proposed program design and curricula and adherence of proposal to evidence-based principles
5. Validation by references provided
6. Demonstrated program cost efficiencies

STATE OF DELAWARE  
Government Support Services

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

**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.

**MICHAEL BACU  
GOVERNMENT SUPPORT SERVICES  
100 ENTERPRISE PLACE, SUITE 4  
DOVER, DE 19904  
[michael.bacu@state.de.us](mailto:michael.bacu@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 the State's 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.

**7. Organizations Ineligible to Bid**

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended

STATE OF DELAWARE  
Government Support Services

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 two (2) paper copies and two (2) electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **3:00 PM (Local Time) on November 30, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**MICHAEL BACU**  
**Government Support Services**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904**

STATE OF DELAWARE  
Government Support Services

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. GSS17814-RECIDIVISM” on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals 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 at least through December 31, 2018. 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 in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

The Agency will conduct a public opening of proposals and complete a public log of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

STATE OF DELAWARE  
Government Support Services

**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**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, 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 unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

STATE OF DELAWARE  
Government Support Services

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific 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, 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. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**13. 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 vendor 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

STATE OF DELAWARE  
Government Support Services

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.

**14. 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.

**15. 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

STATE OF DELAWARE  
Government Support Services

Contact, in writing, at least 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. All questions shall be received no later than **November 15, 2017, 4:00 p.m. Local Time**. All questions will be consolidated into a single set of responses and posted on the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **November 20, 2017**. Vendor 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

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

**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.

STATE OF DELAWARE  
Government Support Services

**19. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**20. 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.

**21. 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 [www.bids.delaware.gov](http://www.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.

**22. Exceptions to the RFP**

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**24. 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.

STATE OF DELAWARE  
Government Support Services

**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 or 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.

**25. Cooperatives**

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

**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 a 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](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director, Government Support Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), 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.

STATE OF DELAWARE  
Government Support Services

The proposals shall 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:
  - GSS reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, by county, by service category, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware, pursuant to 29 Del. C. § 6926.

**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
1. Experience and Reputation	<b>20</b>
2. Expertise in the service areas of Family Engagement, Parenting Education, and/or Recidivism Reduction Programming	<b>20</b>
3. Capacity to meet requirements (size, financial condition, etc.). Ability to offer infrastructure to operate within New Castle County.	<b>10</b>
4. Quality of proposed program design and curricula and adherence of proposal to evidence-based principles.	<b>20</b>
5. Validation by references provided	<b>10</b>

STATE OF DELAWARE  
Government Support Services

Criteria	Weight
6. Demonstrated program cost efficiencies	<b>20</b>
<b>Total</b>	<b>100</b>

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

**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**

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**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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.

**V. Contract Terms and Conditions**

**1. Mandatory Contract Use**

**REF: Title 29, Chapter [6911\(d\)](#) Delaware Code.** All Covered Agencies as defined in 29 Del. C. [§6902\(6\)](#) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and

STATE OF DELAWARE  
Government Support Services

Community College, school districts, and the Legislative Branch are specifically exempted from the mandatory use requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

This contract shall be accessible to any School District, Political Subdivision, Municipality, Volunteer Fire Company or higher education entity receiving state funds. Furthermore, this contract shall be accessible to all other entities as identified by Del. Code, Chapter 69, Title 29 § 6910.

**2. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

**3. General Information**

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with up to four (4) optional extensions for a period of one (1) year for each extension.**
- b. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
- c. 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.
- d. 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.
- e. 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.
- f. 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 of a State of Delaware purchase order signed by

STATE OF DELAWARE  
Government Support Services

two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. A purchase order, telephone call, email, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the awarded vendor.

- g.** 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.
- h.** The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**4. 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.

**5. 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.

**6. Solicitation of State Employees**

STATE OF DELAWARE  
Government Support Services

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.

**7. 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 may provide working space and sufficient supplies and material to augment the Contractor's services.

**b. Temporary Personnel are Not State Employees Unless and Until They are Hired**

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s)

STATE OF DELAWARE  
Government Support Services

provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

**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:

**MICHAEL BACU  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

**e. Indemnification**

• **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.

• **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

STATE OF DELAWARE  
Government Support Services

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, also carry insurance minimum limits as follows.
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
    - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
    - ii. Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

STATE OF DELAWARE  
Government Support Services

b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.

i. Professional Liability

\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

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

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

5. The State of Delaware shall not be named as an additional insured.

6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**g. Performance Requirements**

The selected Vendor will warrant that it 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. Bid Bond Bond**

**The Bid Bond requirement has been waived.**

**i. Performance Bond**

**The Performance Bond requirement has been waived.**

**j. Vendor Emergency Response Point of Contact**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

STATE OF DELAWARE  
Government Support Services

**k. 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.

**l. 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%).

**m. Liquidated Damages**

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

**n. Dispute Resolution**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

STATE OF DELAWARE  
Government Support Services

**o. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Government Support Services.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this 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 this Contract shall, at the option of the State, 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 usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience:** The State may terminate this 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, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
3. **Termination for Non-Appropriations:** 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. This is not a termination for convenience and will not be converted to such.

**p. Non-discrimination**

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment

STATE OF DELAWARE  
Government Support Services

practice. Failure to perform under this provision constitutes a material breach of contract.

**q. 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.

**r. 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.

**s. Vendor Responsibility**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of Government Support Services.

**t. Personnel, Equipment and Services**

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**u. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

STATE OF DELAWARE  
Government Support Services

**v. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

All of the services specified by this Agreement shall be performed by the Vendor or by Vendor's employees or agents under the personal supervision of the Vendor. Prior to performing any work under this Agreement, Vendor and Vendor's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware and shall comply with all DDOC policies. DDOC may refuse access to any Delaware facility or to any sensitive information possessed or controlled by Delaware for any person not conforming to DDOC policy or whose criminal history or background check results are not acceptable to DDOC, in its sole and absolute discretion.

In accordance with the Federal Prison Rape Elimination Act of 2003, and Delaware Department of Correction Policy Number 8.60 "Prison Rape Elimination Act", the Vendor agrees to report allegations of sexual misconduct promptly, fully cooperate with investigation inquiries and participate in training as directed by the Department of Correction, Employee Development Center, within thirty (30) days of entering into contract. Vendor, Vendor's staff (including volunteers and subcontractors) agree to abide by Department of Correction Policy 8.60. The Vendor acknowledges that all allegations of staff sexual misconduct and/or harassment will be investigated and, if substantiated, will result in discipline up to and including

STATE OF DELAWARE  
Government Support Services

termination. In addition, all substantiated cases will be referred to the Delaware Department of Justice for prosecution. Failure to report such misconduct, delays in reporting, or material omissions shall be grounds for termination. If the Department policy is modified, the Vendor will be notified and shall comply. A copy of the current State of Delaware, Department of Correction Policy Number 8.60 "Prison Rape Elimination Act" is available online at:

[http://www.doc.delaware.gov/downloads/policies/policy\\_8-60.pdf](http://www.doc.delaware.gov/downloads/policies/policy_8-60.pdf)

In accordance with Policy 16.1 and the Department of Correction's Annual Training Plan, as established by the Employee Development Center, the Vendor must complete the Contractual Staff Orientation prior to job assignment and any other mandatory training annually identified in the plan.

Delaware may terminate this Agreement for default if at any time it learns that Vendor's criminal history or background check results are not acceptable to DDOC, in its sole and absolute discretion. Upon receipt of written notice from Delaware that an employee or agent of Vendor is unsuitable to Delaware for good cause, including, without limitation, violation of DDOC policies, or a criminal history or background check that yields results that are not acceptable to DDOC, in its sole and absolute discretion, Vendor shall remove such employee from the performance of Services and substitute in his/her place a suitable employee or agent.

**w. 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.

**x. 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.

**y. 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;

STATE OF DELAWARE  
Government Support Services

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 with 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.

**z. Severability**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

**aa. Assignment Of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**bb. 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.

**cc. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

STATE OF DELAWARE  
Government Support Services

**dd. Audit Access to Records**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

**ee. 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. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **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.
9. **Billing** - The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide Contract Number GSS17814-RECIDIVISM, ship to and bill to address, contact name and phone number.

STATE OF DELAWARE  
Government Support Services

- 10. Payment** - The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- 11. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the Contract Number GSS17814-RECIDIVISM on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
- 12. Purchase Card** - The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- 13. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**VI. RFP Miscellaneous Information**

**1. No Press Releases or Public Disclosure**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, 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 solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State’s seal or imply preference for the solution or goods provided.

**2. 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.

**3. 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.

STATE OF DELAWARE  
Government Support Services

**VII. Attachments**

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – DOC Security Requirements
- Attachment 11 – SPOC Quarterly Reporting Template
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Pricing
- Appendix D – Sample Professional Services Agreement

STATE OF DELAWARE  
Government Support Services

**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.
- Attachment 10 describes DOC security requirements and procedures that will be required as a condition to final execution of the contract award with the selected vendor.

**REQUIRED REPORTING**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to [vendorousage@state.de.uus](mailto:vendorousage@state.de.uus), with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15<sup>th</sup> will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2<sup>nd</sup> Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at [vendorousage@state.de.us](mailto:vendorousage@state.de.us) on the 15<sup>th</sup> (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE  
Government Support Services

Attachment 1

**NO PROPOSAL REPLY FORM**

Contract No. GSS17814-RECIDIVISM

Contract Title: RECIDIVISM REDUCTION  
PROGRAM

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

STATE OF DELAWARE  
Government Support Services

**Attachment 2**

**CONTRACT NO.:** GSS17814-RECIDIVISM  
**CONTRACT TITLE:** RECIDIVISM REDUCTION PROGRAM  
**DEADLINE TO RESPOND:** November 30, 2017 at 3:00 PM (Local Time)  
**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

**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, Government Support Services.

COMPANY NAME \_\_\_\_\_ Check one) 

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





STATE OF DELAWARE  
Government Support Services

Attachment 5

Contract No. GSS17814-RECIDIVISM  
Contract Title: RECIDIVISM REDUCTION PROGRAM

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any Personal References or State Employees as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


2. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


3. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**

STATE OF DELAWARE  
Government Support Services

**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. GSS17814-RECIDIVISM	2. Proposing Vendor Name:	3. Mailing Address
<b>4. SUBCONTRACTOR</b>		
a. NAME	4c. Company OSD Classification:  Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

**\* Use a separate form for each subcontractor**



STATE OF DELAWARE  
Government Support Services

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

**Note:** A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: [vendorusage@state.de.us](mailto:vendorusage@state.de.us)

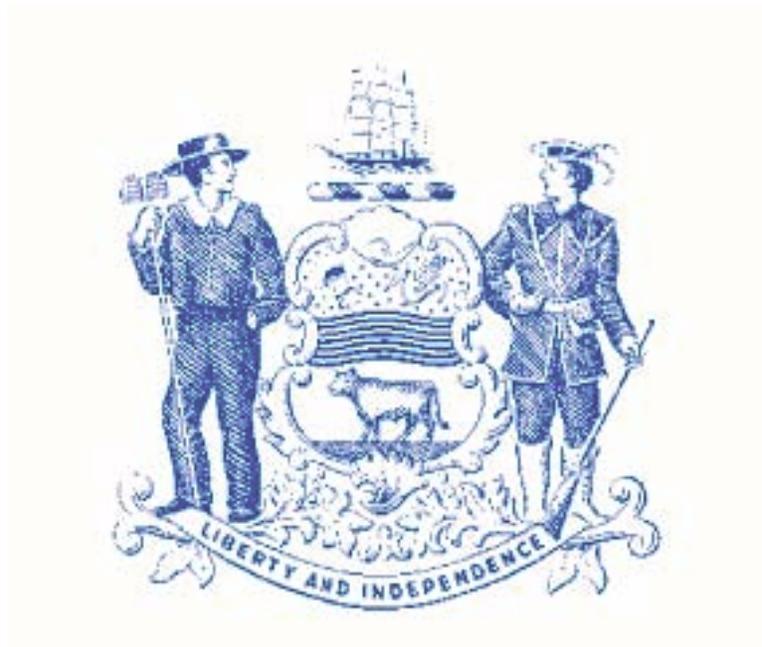
**State of Delaware  
Office of Supplier Diversity  
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



**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](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

**DELAWARE DEPARTMENT OF CORRECTION**  
**SECURITY REQUIREMENTS & PROCEDURES**

**I. REQUIREMENTS FOR ALL VENDORS/CONTRACTORS:**

The Delaware Department of Correction (DDOC) has established criteria for authorized entry into a correctional facility by Vendors/Contractors conducting business with the Department. As a condition of contract award, the selected Vendor/Contractor shall complete a DDOC Security Clearance Application (to be provided prior to contract award) and complete the Prison Rape Elimination (PREA) Acknowledgement Form (to be provided prior to contract award) prior to entering a DDOC facility. This security criterion shall be observed by all professional service visitors, volunteers, vendors, contractors, subcontractors (if any) and any applicable employee providing services in relation to the contract. While working inside the prison facilities, it must be clearly understood that prison security requirements will at all times take precedence over service and/or construction operations. The vendor shall comply with all such regulations and consider the regulations when preparing their bid response.

**II. CONTRACTORS PERFORMING CONSTRUCTION/REPAIR SERVICES:**

**A. Site Security**

The following regulations must be observed by all persons having any association with the construction of this project (employees, subcontractors, workmen, service men, manufacturer's representative, etc.):

- 1) Prime contractor shall submit a list of all proposed workers who will be working on site to the Regional Maintenance Superintendent or Security Superintendent. The list shall include name, social security number, age, sex, race and date of birth. This list shall include all sub-contractors (if any) and any vendors requiring access to the secure perimeter of the facility.
- 2) Each trade subcontractor shall notify the Maintenance Superintendent twenty four (24) hours in advance, but not later than 12:00 Noon, on the previous work day before sending men to the project site so an officer can be assigned to accompany all his personnel.
- 3) Contractors are required to notify the Regional Maintenance Superintendent/or Security Superintendent upon the termination of worker's services in order that the identification card on file can be pulled and rendered inactive.
- 4) Contractor must carry a Photo Identification Card.
- 5) It is essential that construction operation and debris removal be conducted in a manner to assure that materials that may be used as weapons do not fall into the hands of inmates.
- 6) Anything of unusual nature as loss of a key, identification cards, tools, piping, etc., shall be reported immediately to the escorting officer.
- 7) In the event that construction requires the disruption of plumbing, electrical power, etc., the Regional Maintenance Superintendent must receive at least twenty four (24) hours advance notice in order to preserve security and not to disrupt routine activities. When temporary shutdown of service is unavoidable, the work shall be completed at night during a time when the institution's routine will not

STATE OF DELAWARE  
Government Support Services

be interfered.

- 8) Workers will be denied access to controlled areas should they have relatives or close friends incarcerated in the facility.
- 9) Workers shall be subjected to all rules and regulations and shall comply with the escorting officers' instruction accordingly.
- 10) Construction Personnel Vehicle Parking
  1. Parking spaces for privately owned vehicles operated by construction personnel may be limited.
  2. The Maintenance Superintendent will assign areas within the prison site for parking. Sufficient space will be provided to park privately owned vehicles operated by construction personnel on site.
  3. Parked vehicles must always have the ignition and doors locked.
- 11) Prison Records - Where a workman or representative visiting the institution has a prison record, the trade subcontractor shall be responsible for obtaining the particulars concerning his record and notifying the institution at least seventy two (72) hours in advance of his visit. The institution will then notify the trade subcontractor and either provide or deny permission for that person to enter the institution. Any workman denied entrance to the institution must be replaced by the trade subcontractor or subcontractor at no additional cost.
- 12) Workmen Lunch Area/Searches
  1. Workmen are expected to stay in their respective working areas during their lunch period unless leaving the grounds is permitted.
  2. All workmen are expected to submit to a search of themselves, toolboxes, lunch containers, and vehicles at any time if the search is deemed necessary.
- 13) It is forbidden to aid or abet the escape of any inmate, or to advise, connive or assist in any escape, or to conceal any inmate after escape, or withhold information pertaining thereto. Violation of this prohibition can result in prosecution and the law provides for punishment of fine and imprisonment.
- 14) It is forbidden to bring into or take out of the prison either for pay, or for favor, for any inmate, any article, without the proper authorization from the Maintenance Superintendent.
- 15) It is forbidden to roam at will throughout the prison. Workers are restricted to going directly to those places where the work is conducted and remaining away from all areas where they have no business to conduct.
- 16) It is prohibited to socialize, exchange pleasantries, or conduct business with inmates in traffic areas hallways, center areas, etc. Affectionate or intimate behavior between official visitors and inmates is prohibited.
- 17) No photographs may be taken without proper authorization. No public news releases may be given without similar authorization.
- 18) Escorting of any person, not previously approved, onto the prison grounds or into the prison is prohibited.
- 19) The offering and giving of any tips, gratuities, fees, etc. to any inmates or prison personnel are strictly

STATE OF DELAWARE  
Government Support Services

prohibited.

- 20) The use of indecent, abusive, or profane language is forbidden anywhere on the prison property.
- 21) Civilian or other clothing should not be left carelessly in places where it may be acquired and worn by inmates.
- 22) In the event an acquaintance, friend, or relative of contractor's employee should be an inmate of the institution at which work is being conducted, it is advisable that the contractor communicate this confidentially to the Maintenance Superintendent.

**B. Equipment/Tool Inventory**

- 1) Inventory of all tools, equipment and supplies shall be taken by the Contractor at the beginning and end of each workday (to be provided upon award). All unnecessary tools and equipment should be left at the shop. An assigned DDOC employee shall escort the Contractor or other non-employee workers while in the institution. At entry control points, vehicles and personnel will be searched to include any tools or related equipment. No tools will remain on the work sites upon departure. Activities must be performed as authorized with proper security and safety precautions
- 2) Restricted Tools: The DDOC classifies a restricted tool as one that can be used by inmates either in effecting an escape or causing death or serious injury. The following tools are typical examples of a tool classified as restricted and shall not be considered all inclusive:
  - a. Diamond-point drills
  - b. Ice picks
  - c. Hones and sharpening stock
  - d. Metal cutters, blades
  - e. Bolt cutters
  - f. Cleaners
  - g. Cutting torches
  - h. Electric drills, portable
  - i. Electric bench and portable grinders
  - j. Files
  - k. Gear pullers
  - l. Diamond point and regular hacksaw blades
- 3) Flammable Liquids: Maintain flammable liquid (e.g., gasoline, fuels, etc.) in secure containers at all times, in compliance with OSHA regulations.
- 4) Powder Actuated Tools: Comply with Owner's and Maintenance Superintendent directions for control of powder used and stored.
- 5) Lost or stolen tools must be reported to security of the Department of Correction immediately.
- 6) Broken saw blades must be removed from the property (not left or discarded on site).
- 7) Trucks should be kept clean of debris. Trash within the vehicle increases the amount of time required to inspect the vehicles.

STATE OF DELAWARE  
Government Support Services

- 8) Contractors shall include, in their bid, a sufficient amount of time to enter and depart the facility in a given day. As an example, it takes between one half hour to one hour to enter or leave the facility.
- 9) Proper construction clothing is required. Short pants are not permitted.
- 10) Contractors are advised that only limited movement will be permitted while inside the compound.
- 11) Completion of a Security Clearance Form is required for all employees working on the project and will remain on file for one (1) year from clearance date.

**C. Special Requirements**

- 1) Materials shall be moved through the buildings using rubber tire vehicles which shall be properly controlled at all times to avoid damage to existing walls, floors, and ceiling surfaces, including doors and door and/or window frames.
- 2) Water damage will not be tolerated and it is incumbent upon the contractor to take all steps necessary to keep the existing premises dry at all times.
- 3) All welding and cutting shall be performed by qualified and certified welders. Certificates shall be on file with the Construction Manager prior to commencement of any welding.
- 4) Existing streets, pavements, lawns, curbs and other finished surfaces disturbed or damaged by excavation or other construction activities shall be repaired and restored to their original conditions to the satisfaction of the Owner and local authorities.

**III. CONTRABAND**

- A. Title 11, Section 1256 of the Delaware Code specifies that “a person is guilty of promoting prison contraband when: (a) The person knowingly and unlawfully introduces any contraband into detention facility; or (b) The person possesses with intent to deliver any contraband to any person confined within a detention facility; or (c) Being a person confined in a detention facility, he knowingly and unlawfully makes, obtains, or possesses any contraband.”
- B. The following items are considered contraband and shall not be permitted near , in possession of or on the grounds of any DDOC facility:
  - 1) Intoxicating beverages.
  - 2) Narcotics, hypnotics, barbiturates, hallucinogenic drugs, central nervous stimulants, tobacco or drugs, except as authorized or approved by an institution affiliated physician.
  - 3) Firearms or instruments customarily used or designed to be used as a dangerous weapon, or an explosive device, except as authorized or approved by an institution and/or Departmental Administrator.
  - 4) Instruments that may be used as an aid in attempting an escape.

STATE OF DELAWARE  
Government Support Services

- 5) Hypodermic needles, syringes, or other articles, instruments or substances specifically prohibited by the institution administration, except as authorized by an institution and/or Departmental Administrator.

C. In addition to above, no inmate may possess:

1. Tools, instruments or implement which could be used as a dangerous weapon except as are assigned by and used under the supervision of authorized personnel.
2. Money.

*[balance of page is intentionally left blank]*

STATE OF DELAWARE  
Government Support Services

Attachment 11

**SPOC Quarterly Reporting Template**

**Strategic Partner Outcome Measures**

<b>Organization Name:</b>		<b>Program Name:</b>	
<b>Contact Person:</b>		<b>Contact Email:</b>	
<b>Contact Title:</b>		<b>Contact Phone:</b>	
<b>Date Report Submitted:</b>		<b>Report Period Covered (select):</b>	<input type="checkbox"/> 1 <sup>st</sup> Quarter (Jul 1 – Sep 30) <input type="checkbox"/> 2 <sup>nd</sup> Quarter (Oct 1 – Dec 31) <input type="checkbox"/> 3 <sup>rd</sup> Quarter (Jan 1 – Mar 31) <input type="checkbox"/> 4 <sup>th</sup> Quarter (Apr 1 – Jun 30)

**CORE METRICS- ALL PROGRAMS MUST COMPLETE**

*If a particular question is not applicable, please enter N/A*

<b>Demographic Data of Clients Served</b>					
	<b>1<sup>st</sup> Quarter (Jul 1 – Sep 30)</b>	<b>2<sup>nd</sup> Quarter (Oct 1 – Dec 31)</b>	<b>3<sup>rd</sup> Quarter (Jan 1 – Mar 31)</b>	<b>4<sup>th</sup> Quarter (Apr 1 – Jun 30)</b>	<b>Total</b>
<b>Sex: # of...</b>					
Males					
Females					
<b>Race/Ethnicity: # who are...</b>					
Black					
White					
Hispanic					
Native American/Alaskan Native					
Asian/Hawaiian/Pacific Islander					
Other					
<b>Average Age</b>					

<b>Operational Metrics</b>					
Note: If providing services at multiple correctional institutions or probation facilities, please detail each response by facility. (ex: Total 51. 25 HRYCI, 12 BWCI, 6 JTVCC, 8 SCI)					
	<b>1<sup>st</sup> Quarter (Jul 1 – Sep 30)</b>	<b>2<sup>nd</sup> Quarter (Oct 1 – Dec 31)</b>	<b>3<sup>rd</sup> Quarter (Jan 1 – Mar 31)</b>	<b>4<sup>th</sup> Quarter (Apr 1 – Jun 30)</b>	<b>Total</b>
<b>Goal # of clients served for FY _____</b>					
<b># of Clients Currently Active</b>					
<b># Referred this Quarter</b>					
<b># of Persons Contacted</b>	n/a	n/a	n/a	n/a	n/a

STATE OF DELAWARE  
Government Support Services

<b># Interviewed/Screened</b>	n/a	n/a	n/a	n/a	n/a
<b># Deemed Eligible</b>	n/a	n/a	n/a	n/a	n/a
<b># Enrolled</b>					
<b># Assessments Administered</b>	n/a	n/a	n/a	n/a	n/a
<b>Assessment Tool Used:</b> _____					
<b># Withdrawn*</b> <i>[List reasons for withdrawal, i.e. voluntary withdrawal, noncompliance, disciplinary; provide # fitting each category]</i>					
<b># Successful Completions</b>					

\*Could include self-withdraw, transfer, release, or otherwise removed from the program.



STATE OF DELAWARE  
Government Support Services

<b>Client Satisfaction</b>				
	<b>1<sup>st</sup> Quarter</b> (Jul 1 – Sep 30)	<b>2<sup>nd</sup> Quarter</b> (Oct 1 – Dec 31)	<b>3<sup>rd</sup> Quarter</b> (Jan 1 – Mar 31)	<b>4<sup>th</sup> Quarter</b> (Apr 1 – Jun 30)
<b>When are Client Satisfaction Surveys Administered?</b> ___ Multiple times during participation ___ Set time annually, regardless of completion ___ Upon completion ___ Other: _____  <i>(Attach blank sample)</i>	n/a	n/a	n/a	n/a
<b># of Clients Eligible for Client Satisfaction Survey</b>				
<b># of Client Satisfaction Surveys Administered</b>				
<b># of Client Satisfaction Surveys Returned</b>				
<b># of Clients Indicating Moderate to High Level of Satisfaction</b>				

<b>Client Vignettes</b>		
Please provide two brief Client Vignettes each quarter that highlight the benefits of the program. Summarize information such as the individual’s success in the program, aspects of the program that were most impactful for the participant, challenges that the participant faced, how program staff assisted the client in meeting program goals, and the client’s next steps or plans for the future.		
<b>Client Name</b>	<b>SBI</b>	<b>Case Summary</b>

**CUSTOM METRICS- MODIFIED FOR EACH PARTNER ACCORDING TO  
SERVICE GOALS**

**Please note: This is for illustration purposes only. This section will be customized after award of contract. Successful bidders will be provided with a specific template customized to reflect their specific program goals.**

**Provider Name:** \_\_\_\_\_

Administered Classes					
	1 <sup>st</sup> Quarter (Jul 1 – Sep 30)	2 <sup>nd</sup> Quarter (Oct 1 – Dec 31)	3 <sup>rd</sup> Quarter (Jan 1 – Mar 31)	4 <sup>th</sup> Quarter (Apr 1 – Jun 30)	Total
Number of Classes Administered					
<b>Average Number of People in Each Class Session*</b>					

\*Calculate by adding up number of attendees at each session that quarter, divided by the number of sessions in quarter

Pre- and Post-Tests					
	1 <sup>st</sup> Quarter (Jul 1 – Sep 30)	2 <sup>nd</sup> Quarter (Oct 1 – Dec 31)	3 <sup>rd</sup> Quarter (Jan 1 – Mar 31)	4 <sup>th</sup> Quarter (Apr 1 – Jun 30)	Total
<b># of Clients Tested</b>					
<b>Describe Pre &amp; Post Test (i.e. how and when it is administered)</b>  <i>Pre/post test should include assessment from participant’s perspective of increase in motivation and confidence to positively parent and whether participant perceives a gain in parenting skills.</i>  _____ _____ _____  (Attach blank sample)	n/a	n/a	n/a	n/a	
<b>Average Pre-Test Scores re: Participant Self-Report of Motivation to Positively Parent</b>					
<b>Average Post-Test Scores re: Participant Self-Report of Motivation to Positively Parent</b>					
<b>Average Difference Between Scores re: Participant Self-Report of Motivation to Positively Parent</b>					

STATE OF DELAWARE  
Government Support Services

<b>Average Pre-Test Scores re: Participant Self-Report of Confidence to Positively Parent</b>					
<b>Average Post-Test Scores re: Participant Self-Report of Confidence to Positively Parent</b>					
<b>Average Difference Between Scores re: Participant Self-Report of Confidence to Positively Parent</b>					
<b>Average Pre-Test Scores re: Participant Perception of Whether Parenting Skills Were Increased</b>					
<b>Average Post-Test Scores re: Participant Perception of Whether Parenting Skills Were Increased</b>					
<b>Average Difference Between Scores Participant Perception of Whether Parenting Skills Were Increased</b>					

## Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Two (2) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Two (2) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick.

## **Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

The Vendor shall provide evidence-based family engagement and recidivism reduction services for all offenders as identified by the BCC. The services may take place in the community, at a BCC community corrections center, or at a Probation & Parole office. Preference will be given to bids that demonstrate capacity for providing programming in New Castle County. The expectation is that the Vendor shall complete an initial contact with program participants no later than sixty (60) days before the individual's defined release date (if providing services in a community corrections center) or no later than 60 days post-release (if providing services at a Probation & Parole office), and work with the participant through the scope of services as agreed to by and between the State and the Vendor.

At a minimum, the selected Vendor's program shall provide a combination of group parenting/family engagement programming and individual client case management meetings. Depending upon the program model proposed by the selected bidder, meetings with the offender's family and child(ren) may also be required. The Vendor shall provide a detailed description of the programming they will be providing. The program model/curriculum selected should be well documented as effective at improving parenting skills or family bonds and should include a manualized, structured curriculum format. The selected curriculum and/or program design should employ a cognitive behavioral therapy (CBT) format and should address the eight principles of Evidence-Based Practices (EBP's) of correctional programs as listed in the Overview. The program should include an assessment mechanism to measure the participants' progress and acquisition of skills.

The State reserves the right to modify the proposed program site to fit the Department's needs, and may include co-facilitated segments with other staff and/or partner organizations.

The BCC shall control admission to the awarded program based on offender assessment data and identified needs. The Vendor shall describe in detail its admission procedures, which shall correspond to LSI-R assessment criteria. The Vendor shall describe in detail the curriculum and all other components. The Vendor shall ensure that the delivery of services is consistent with institutional scheduling and should include examples of weekly schedules and staffing plans for the components of treatment. The Vendor shall provide services no less than Monday - Friday during regularly scheduled business hours; evening and weekend work may also be required as appropriate to engage the offender's family. The Vendor should reference current literature and research to support the identified program. The State, BCC or authorized agency must approve all curricula prior to the Vendor engagement of program participants.

Successful outcomes will vary slightly depending upon the program design/curriculum selected, but may include:

- An increase in participants' motivation level for engaging with their child(ren)
- An increase in frequency and/or quality in communication and/or visitation between the offender and their family and/or child(ren)
- An increase in parenting skills/knowledge
- An increase in family stability

STATE OF DELAWARE  
Government Support Services

**Appendix C – Pricing**

Proposal pricing will be evaluated based on the Cost fee per client provided in your response.

An estimated amount, not to exceed \$125,000 has been allocated for these services for the one (1) year term of the engagement. Subsequent program periods will be dependent on budgetary funding, efficiency of the program, in demonstrating a reduction of recidivism, and/or other criteria as deemed appropriate by the DOC. The successful Vendor shall provide services that are designed to strengthen justice-involved families, enable persons to refrain from engaging in crime, reconnect with their family members, and/or contribute to their communities.

Description	Cost
Cost fee per client	\$

Fee Payment Schedule will be based on the milestone markers identified.

Milestone	Per Client Fee Percentage
Initial contact within 60 days (either 60 days prior to release or 60 days after release, depending upon service location proposed)	20%
Client completion of group component	20%
Client demonstrates improvement in motivation for positive parenting and demonstrates increase in family orientation	20%
Client attendance at case management meeting	20%
Supervised family visit(s) completed	20%

Additional Value Added Services can be identified in your proposal.

STATE OF DELAWARE  
Government Support Services

**Appendix D. Sample Professional Services Agreement**

Appendix D is a separate document available at <http://bids.delaware.gov>

Appendix D need not be included in an offeror's proposal. However, if the offeror identifies a need to identify exceptions to Appendix D, any such exceptions must be included on Attachment 3 as part of the proposal submission. Exceptions to Appendix D submitted after the bid deadline will not be considered.