

**CONTRACT NO. 10-0140-01**

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for DUI – Evaluation and Referral Program. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. 10-0140-01

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS, REQUEST FOR PROPOSAL, AND SCOPE OF WORK
- 3 PROPOSAL REPLY SECTION
  - A - NO PROPOSAL REPLY FORM
  - B - PROPOSAL BOND
  - C - NON-COLLUSION STATEMENT AND ACCEPTANCE
  - D - PROPOSAL SUMMARY

**Your proposal and the proposal reply section must be executed completely and correctly and returned to the address below by 2 p.m. EST Monday, July 6, 2009 to be considered.**

**Department of Safety and Homeland Security  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, DE 19901**

The definitions and general provisions apply and are a part of this Request for Proposal. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a proposal.

Please review and follow the information and instructions contained in the General Provisions, Special Provisions and this Request for Proposal. Should you need additional information, please call Lisa Shaw (302) 672-7639.

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DEFINITIONS

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

**STATE:** The State of Delaware.

**AGENCY:** Contracting State Agency as noted on the cover sheet.

**DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

**REQUEST FOR PROPOSAL:** The “Request for Proposal” or “RFP” is a packet of material sent to vendors and consists of General Provisions, Special Provisions, Specifications, and Enclosures.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency and instructions to vendors.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements particular to the contract under consideration and are supplemental to the General Provisions, the Special Provisions shall prevail.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**PROPOSAL:** The offer to the bidder submitted on the approved form and setting forth the bidder’s prices for performing the work or supplying the material or equipment described in the specifications.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor’s payments of all debts pertaining to and for his acceptable performance of the work for which he has contracted.

**BIDDER’S DEPOSIT:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to him.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the Agency.

**CONTRACT BOND:** The approved form of security furnished by the contractors and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

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GENERAL PROVISIONS

SECTION A – PROPOSAL

1. REQUEST FOR PROPOSAL: See “Definitions”
2. PROPOSAL FORMS: The Invitation to Bid shall contain preprinted forms for use by the vendor in submitting his bid. The forms shall contain basic information such as description of the item and the estimated quantities, and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.
3. INTERPRETATION OF ESTIMATES:
  - A. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item, as may be deemed necessary or expedient, during the period of the contract.
  - B. An increase or decrease in the quantity for any items is not sufficient ground for an increase or decrease in the unit price.
4. SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission from it or detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the vendor.
5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS: The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy himself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.
6. PREPARATION OF PROPOSAL:
  - A. The bidder’s proposal shall be written in ink or typewritten on the form provided.
  - B. If items are listed with a zero quantity, bidder shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.
7. PRICES QUOTED: The prices quoted are those for which the material will be furnished F.O.B. ordering Agency and include all charges that may be imposed during the period of the contract.

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8. DISCOUNT: No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).
9. SAMPLES OR BROCHURES: Samples and/or brochures may be required by the Agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.
10. PROPOSAL GUARANTY:
- A. Each bidder shall submit with his proposal a guaranty in sum equal to at least 10 percent of the total value of his bid, unless relieved of this obligation in the Special Provisions.
- B. This guaranty shall be submitted in the form of good or sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the required amount. If Agency bond form is not utilized; the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.
11. DELIVERY OF PROPOSALS: Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals may be hand delivered to the Division at the address (b) listed below. Proposals forwarded by U.S. Mail shall be sent first class to the address listed (a) below. Proposals forwarded by delivery service other than U.S. Mail must be delivered to address (b) listed below:
- A. U.S. Mail (**not recommended**): Department of Safety and Homeland Security  
Secretary's Office - Central Fiscal Office  
P.O. Box 818  
Dover, Delaware 19903
- B. Other Delivery: Department of Safety and Homeland Security  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, Delaware 19901
- All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.
12. WITHDRAWAL OF PROPOSALS: A bidder may withdraw his proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.
13. PUBLIC OPENING FOR PROPOSAL: Proposals will be opened publicly and read at the place designated by the Agency on the date and hour set in the proposal. Bidders or their authorized representatives are invited to be present.

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14. DISQUALIFICATION OF BIDDERS: Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:
- A. More than one proposal for the same contract from an individual, firm or corporation under the same or different names. More than one proposal is acceptable if bidder represents more than one manufacturer or material.
  - B. Evidence of collusion among bidders.
  - C. Failure to return the NON-COLLUSION STATEMENT provided near the end of this package with the bid or proposal. The bid or proposal marked "Master" or "Original" must have handwritten signatures. Signature stamps or photocopies of this form are not acceptable for the master proposal. Photocopies of the form may be used in any additional copies of the bid or proposal.
  - D. Unsatisfactory performance record as evidenced by past experience.
  - E. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis value.
  - F. If there are any unauthorized additions, interlineation, conditional, or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  - G. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

SECTION B – AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF BIDS:
- A. After the proposals have been opened and an award has been made the results will be made available to the public.
  - B. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.
2. MATERIAL GUARANTY: Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition, and manufacture of any or all of the materials to be used in the contract together with such samples as may be required for the purpose of testing.
3. AWARD OF CONTRACT: Within ninety days from the date of opening proposals, the contract will be awarded or the proposals rejected.

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1. EXECUTION OF CONTRACT:

- A. The bidder to whom the award is made shall execute a formal contract and furnish good and sufficient bond within twenty days after date of official notice of the award of contract.
- B. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, his proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lower qualified bidder of the work or readvertised, as the Agency may decide.

2. REQUIREMENT OF CONTRACT BOND:

- A. Successful bidders shall furnish bond to the State of Delaware for the benefit of the Agency with surety in the amount of 100 percent of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- B. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

3. WARRANTY: The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

4. THE CONTRACT(S): The contract(s) with the successful bidder(s) will be executed with the Department of Safety and Homeland Security, acting for all participating agencies.

5. RETURN OF BIDDER'S DEPOSIT: The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

6. INFORMATION REQUIREMENT: The successful bidder(s) shall be required to advise the Department of Safety and Homeland Security, Office of Highway Safety of the gross amount of purchases made as a result of the contract.

SECTION C - GENERAL

1. AUTHORITY OF AGENCY: On all questions concerning the interpretation of specifications, the acceptability and quality of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

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2. LAWS TO BE OBSERVED: The contractor is presumed to know and shall strictly comply with all National, State or County Laws, and City or Town Ordinances and Regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.
3. PERMITS AND LICENSES: All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at his own expense.
4. PATENTED DEVICES, MATERIAL AND PROCESSES:
  - A. The contractor shall provide for the use of any patented design, device, material or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
  - B. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.
5. EMERGENCY TERMINATION OF CONTRACT:
  - A. Due to restrictions that may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
  - B. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within reasonable time, the incomplete portions of work may be canceled, or the contract may be terminated.
6. TAX EXEMPTION:
  - A. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
  - B. Any material that is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). The contractor shall pay all transportation charges. Each bidder shall take his exemption into account in calculating his bid for his work.

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7. OR EQUAL (PRODUCTS BY NAME): Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance, and endurance qualities of the material offered is equal or superior to that specified.
8. BASIS OF AWARD: The Department of Safety and Homeland Security, Office of Highway Safety will award this contract to the bidder(s) which in their judgment best serves the interest of the State of Delaware. Personnel with experience and technical background may be utilized by the Department of Safety and Homeland Security, Office of Highway Safety in making judgment. In case of error in price extension, the unit price(s) shall prevail.
9. INVOICING: After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures.

SECTION D – EQUAL OPPORTUNITY

1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS: During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees to follow:
  - A. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; lay-off or termination rates of pay or other forms of compensation; and selection for training; including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
  - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment with regard to race, creed, color, sex, age, or national origin.
  - C. The term “contractor for public works” means construction, reconstruction, demolition, alteration and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies, or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

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SPECIAL PROVISIONS

**NOTE: The special provisions supersede the general provisions.**

1. CONTRACT PERIOD:

The contract shall be valid for a period of five years from October 1, 2009. An option to renew this contract for an additional two years in one year increments may be negotiated by mutual agreement of the parties.

2. PRICES:

Prices and/or rates will remain firm for the term of the contract.

The pricing policy that you choose to submit must address the following concerns:

- A. The structure must be clear, accountable and auditable.
- B. It must cover the full spectrum of services required.
- C. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

3. PRICE ADJUSTMENT:

If agreement is reached to extend this contract for the subsequent optional years, the Office of Highway Safety shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

4. FUNDING OUT:

The continuation of this contract is contingent upon funding appropriated by the legislature.

5. BOND REQUIREMENT:

- A. BID BOND: NOT REQUIRED
- B. PERFORMANCE BOND: NOT REQUIRED

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6. MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies.

- A. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the insurance specified below with a carrier satisfactory to the State.
- i. Workmen's Compensation Insurance under the laws of the State of Delaware and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractor's employees engaged in any work hereunder.
  - ii. Comprehensive Liability - Up to one million dollars (\$1,000,000) single limit per occurrence including:
    - a) Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.
    - b) Property Damage Liability - All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
    - c) Contractual liability, premises and operations, independent contractors, and product liability.
  - iii. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.
- C. Before any work is done hereunder, the Certificate of Insurance and/or copies of the Insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Department of Safety and Homeland Security  
Office of the Secretary  
P.O. Box 818  
Dover, DE 19903**

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7. STATE OF DELAWARE BUSINESS LICENSE:

Prior to receiving an award, the successful contractor shall either furnish the Office of Highway Safety 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) 577-8650 - Public Service, (302) 577-8250 - Licensing Department.

8. HOLD HARMLESS:

The successful contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful offeror, its employees, and invitees on or about the premises and which arise out of the successful offeror's performance, or failure to perform as specified in the Agreement.

9. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent service on the open market. Any difference in cost between the contract prices herein and the price of open market service shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market services can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

10. FORCE MAJEURE:

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

11. EXCEPTIONS:

Offerors may elect to take minor exception to the terms and conditions of this RFP. The Office of Highway Safety shall evaluate each exception according to the intent of the terms and conditions contained herein, but the Office of Highway Safety must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of offerors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening.

12. BUSINESS REFERENCES:

In order to have your proposal considered, please supply three (3) business references consisting of current or previous customers of similar scope and value with your reply. Please include name, address, telephone number, fax number, e-mail address, and a verified contact person.

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13. BILLING:

The successful contractor is required to "Bill as Performed" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

14. PAYMENT:

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice.

15. PROPOSAL/CONTRACT EXECUTION:

Both the non-collusion statement that is enclosed with this Request for Proposal and the contract form delivered to the successful contractor for signature MUST be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Highway Safety.

16. FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. The Purchase Order 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 Contractor(s).

17. SCHEDULE FOR PERFORMANCE OF WORK:

All work described in these specifications must be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Contractor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

18. TIME OF PERFORMANCE:

The services of the Contractor are to commence after receipt of a purchase order, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event all of the services required hereunder shall be completed no later than the time periods set out in any schedule contained in the project Scope of Work. Any such schedule shall be maintained by the Contractor unless amended, in writing, by both parties.

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19. CONTRACTOR RESPONSIBILITY:

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this RFP. Subcontractors, if any, must be clearly identified in the financial proposal.

20. PERSONNEL:

- A. The Contractor represents that he has, or will secure at his own expense, all personnel required to perform the services required under this contract.
- B. All of the services required hereunder shall be performed by the Contractor or under his 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.
- C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

21. TERMINATION OF P.O.'s:

- A. Termination for Cause If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Agency shall thereupon have the right to terminate the P.O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) 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 contractor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Contractor 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 Agency.
- B. Termination for Convenience The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) 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 department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency. If the P.O. is terminated by the Agency for convenience, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor called for by the P.O., less payments or compensation previously made; provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this P.O.) incurred by the Contractor during the contract period which are directly attributable to the uncompleted portion of the services covered by this P.O.
- C. If the P.O. is terminated due to the fault of the contractor, Paragraph 21A hereof relative to termination shall apply.

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22. ELIGIBLE WORK ACTIVITIES:

The following are activities that shall be reimbursable under this contract to the extent that they meet the requirements of this contract:

- A. Travel for purposes of depositions, settlement negotiations, and trial attendance, and, upon request, additional data collection, consultation with private, state, and federal personnel, collection, consultation with private, state, and federal personnel, inspection of facilities, and other purposes consistent with this contract. Eligible costs include reasonable charges for transportation by common carrier, mileage, tolls, lodging, meals, and other costs provided for by state law subject to the following conditions:
  - i. No travel outside the Continental United States shall be permitted without prior written approval of the department; and
  - ii. Receipts shall be provided for all travel-related costs for travel outside of Delaware as required by the State Division of Accounting.
- B. Procurement of reports or other printed materials and reproduction of materials; and
- C. Staff time involved in research, review, and in preparation of reports and comment letters, including the employment of temporary and/or part-time assistance, other than subcontracts for said purpose.

23. CONSULTATION AND REPORTING:

The Contractor shall submit financial and narrative progress reports at the completion of each task. The time and form of such reports will be prescribed by the State. The Contractor shall maintain the following records:

- A. File memos on meetings, site visits, and other activities;
- B. Time records and narrative documentation arranged on a monthly basis covering the work required under this contract in the form prescribed by the State; and
- C. Mileage and travel expense records, salary information and such other data as are necessary to document and substantiate the contractor charges. Such records shall be kept at the office of the Contractor and made available for review or audit on behalf of the State.

24. CHANGES:

Both parties may, from time to time, require changes in the services to be provided by the Contractor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor shall be incorporated in written amendments to the Purchase Order.

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25. INTEREST OF CONTRACTOR:

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Contractor further covenants that in the performance of this contract, no person having any such interest shall be employed.

26. PUBLICATION, REPRODUCTION AND USE OF MATERIAL:

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Contractor for anything other than their intended purpose under this Contract. The Contractor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

27. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

28. ASSIGNMENT OF ANTITRUST CLAIMS:

As consideration for the award and execution of this contract by the State, the Contractor 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, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

29. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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30. GRATUITIES:

- A. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- B. In the event this contract is terminated, the State shall be entitled (i) to pursue the same remedies against the Contractor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

31. AFFIRMATION:

The Contractor 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.

32. AUDIT ACCESS TO RECORDS:

The Contractor 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 Contractor 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 Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of his/her duties under the Contract. Upon notice given to the Contractor, representatives of the State or other duly authorized State or Federal agency shall 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 Contractor's financial records will be borne by the Contractor. Reimbursement to the State for disallowances shall be drawn from the contractor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

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33. TERMINATION OF CONTRACT:

- A. Termination for Cause - If, for any reasons, or through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate 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 Contractor of such termination and specifying the effective date thereof, at least 5 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.
- B. 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 15 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 Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided however that if less than 60 percent of the services covered by this Contract have been performed upon the effective date of termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

34. REMEDIES:

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this contract, or a breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

35. AMENDMENTS:

This contract may be amended, in writing, by mutual agreement of the parties.

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36. SUBCONTRACTS:

Subcontracting is permitted under this RFP and contract. However, every subcontractor must be identified in the Proposal and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The contractor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The contractor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

37. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- A. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- B. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

38. CONFIDENTIALITY:

Specific attention should be given to the identification of those portions of your proposal that you deem to be confidential or proprietary information that should not be disclosed under the Delaware Public Information Act. Bidders are advised that upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether information may be or must be divulged to the party.

39. CONTRACT DOCUMENTS:

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any bidder. 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:

- |                                     |                         |
|-------------------------------------|-------------------------|
| A. Contract                         | E. Proposal             |
| B. Request for Proposal             | F. Purchase Order       |
| C. Specifications or Scope of Work  | G. Special Instructions |
| D. Definitions & General Provisions |                         |

40. ASSIGNMENT:

This contract cannot be assigned except by express written consent from the Cabinet Secretary, Department of Safety and Homeland Security, of the State of Delaware.

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41. STANDARD PRACTICES:

With respect to work provided to or conducted for the state by a contractor, the contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The contractor(s) shall follow practices consistent with generally accepted professional and technical standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the state are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or standards promulgated by DTI. If any service, product or deliverable furnished by a contractor(s) does not conform to State standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State standards or practices.

42. CONFIDENTIALITY AND DATA INTEGRITY:

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, (Attachment 1), and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

43. SECURITY

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at [www.sans.org/top20.htm](http://www.sans.org/top20.htm) for your

44. CYBER SECURITY LIABILITY:

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

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DUI – Evaluation and Referral Program

SPECIAL PROVISIONS

**I. INTRODUCTION:**

**A. PURPOSE:**

The Office of Highway Safety is soliciting proposals for DUI – Evaluation and Referral Program, which will provide DUI offenders with a clinical evaluation and subsequent referral to the appropriate level of care.

It is the goal of this Request for Proposal to identify a vendor and execute a contract with one agency to provide Evaluation and Referral services to DUI offenders statewide.

**B. GUIDELINES:**

Offerors proposal must respond to each and every requirement outlined in the RFP in order to be considered responsive. Proposals must be clear and concise.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers.

Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

**II. FORMAT FOR PROPOSAL:**

**A. INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each offeror must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter shall briefly summarize the offeror's ability to provide the products specified in the RFP and any other value-added service(s) not specifically requested.

The cover letter must be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Office of Highway Safety.

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REQUEST FOR PROPOSAL

C. DESCRIPTION OF SERVICES AND QUALIFICATIONS:

Each proposal must contain a detailed description of how the offeror will provide each of the products outlined in this RFP to include maintenance, warranty and calibration requirements. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

D. NUMBER OF COPIES WITH MAILING OF PROPOSAL:

Six (6) copies of the Proposal will be submitted in a sealed envelope clearly marked with the name of the offeror and labeled DUI – Evaluation and Referral Program. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining five (5) copies do not require original signatures.

E. ADDENDA TO THE RFP:

If it becomes necessary to revise any part of this RFP, revisions in writing will be provided to all contractors known to have received a copy of the RFP. Potential offerors shall acknowledge in writing receipt of all amendments, addenda and changes issued in connection with this RFP by submitting an affirmative statement in the Proposal.

F. INCURRED EXPENSES:

The State will not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal.

G. ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractors offers to meet the requirements of the RFP. DO NOT USE RING BINDERS.

H. RIGHT TO REJECT PROPOSALS/WAIVE OR CORRECT MINOR IRREGULARITIES:

The State reserves the right to withdraw this contract, to reject any proposals, to waive minor irregularities in proposals or to allow the bidder to correct a minor irregularity if the best interest of the State will be served by doing so.

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**III. SCOPE OF WORK:**

**A. OVERVIEW:**

The Office of Highway Safety is soliciting proposals for an agency to provide DUI offenders with a clinical evaluation and subsequent referral to the appropriate level of care. The Contractor(s) shall provide all materials and labor to satisfy the Office of Highway Safety's need for DUI offender evaluations and referrals as described herein. Each proposal must contain a detailed description of how the offeror will provide each of the products outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP.

The services will require the Contractor(s) to partner with and cooperate with the ordering agency to make sure the State receives the most current state-of-the-art services/products.

**B. DETAILED REQUIREMENTS:**

**The requirements of this RFP are shown in Appendix A, attached, and made a part of the contract.**

**IV. PROPOSAL EVALUATION PROCEDURES:**

**A. BASIS OF AWARD:**

The Office of Highway Safety shall award this contract to the most responsible and responsive offeror who best meets the terms and conditions of the proposal. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Office of Highway Safety reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware. The intent though is to award this contract to one (1) offeror.

Offerors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process.

**B. REVIEW COMMITTEE:**

A group with expertise in substance abuse treatment, licensing, contract management, budgeting, and operations expertise will comprise the Review Committee.

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C. REQUIREMENTS OF THE OFFEROR:

The purpose of this section is to assist the Review Committee to determine the ability of the organization to provide the products described in the application. The response should contain at a minimum the following information:

- \* Brief history of the organizations, including accreditation status, if applicable.
- \* Applicant's experience, if any, providing similar services/products. At least three references are required (See § 12 – Special Provisions).

D. CRITERIA AND SCORING:

|                       | CRITERIA                                                                    | POINTS |
|-----------------------|-----------------------------------------------------------------------------|--------|
| 1.                    | Overall Services Description – programmatic and technical merit             | 30     |
| 2.                    | Effectiveness Indicator – ability to meet outlined requirements for service | 35     |
| 3.                    | Financial Management Indicators                                             | 25     |
| 4.                    | Ability to Meet Licensure Standards                                         | 10     |
| TOTAL POSSIBLE POINTS |                                                                             | 100    |

Review Committee members will assign up to the maximum number of points listed for each of the items listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Review Committee members.

**APPENDIX A**  
**SPECIFICATIONS**

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The Office of Highway Safety is soliciting proposals for an agency to provide DUI offenders with a clinical evaluation and subsequent referral to the appropriate level of care.

The Vendor(s) shall provide all materials and labor to satisfy the Office of Highway Safety's need for an Evaluation and Referral program as described herein. Each proposal must contain a detailed description of how the offeror will provide the service outlined in this RFP to include to include customer service history. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the offeror will provide that are not mentioned in this RFP:

1. PROGRAMMATIC – TECHNICAL MERIT:

- A: The applicant must provide a description of the organization responding to the Request for Proposals. If the applicant is or represents a group that intends to incorporate, sufficient evidence must be presented of ability to achieve corporate status prior to initiation of the proposed program.
- B: The applicant must present evidence of corporate or applicant experience in providing drug and alcohol evaluation and referral case management and/or similar services sufficient to indicate the capacity to successfully manage and operate the proposed program.

2. FINANCIAL MANAGEMENT INDICATOR:

- A: Budget Summary: The proposal should include a program budget accompanied by a budget narrative. The budget should show the total anticipated operating cost, based on a client population of approximately 5,400 statewide clients per year. If the proposed program shares functions or facilities with another program, the cost sharing arrangement should be described in detail. Applicants are reminded that State funding cannot support the DUI program activities outlined by this RFP.
- B: Revenue Projections: The DUI evaluation and referral program must be self-supporting. A schedule of anticipated revenues must be presented in sufficient detail to reasonably assure that the program will be able to support and maintain the quality of its operations out of client fees.

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3. OVERALL SERVICES DESCRIPTION:

- A: Program Philosophy: The applicant should describe the program's philosophy of services as it relates to the population to be served. The philosophy should reflect the applicant's understanding of the needs of chemically dependent individuals in general, and the special education and treatment needs of DUI offenders in particular.
- B: Goals and Objectives: The applicant should outline goals and objectives as they relate to the services to be provided. The goals and objectives should flow from the program's philosophy and lead to a description of the services that will be provided to the "typical" client.
- C: Services to be Provided: Services to be provided must be described in detail, including the procedures and methods which the program intends to employ in order to evaluate, refer, and case manage clients efficiently and effectively. Consideration must also be given to clients outside the State of Delaware who may seek services from this program. The relationship of the proposed DUI evaluation and referral services to the other elements of the DUI system (Law Enforcement, Court system, Corrections system, Motor Vehicles, Education and Outpatient programs) must be fully considered in developing and describing the services to be provided. (Note: the evaluation and referral agency serves as the case manager of all clients and as the liaison between agencies involved in the DUI system.)
- D: Case Management: The methodology to be used in case management should be outlined in detail. Consideration of length of services is essential.
- E: Liaison/Reporting: The relationship of the Evaluation and Referral program to other elements of the DUI system requires an extensive liaison/reporting system capable of keeping all involved agencies informed of progress and status of each individual referred to the program. The applicant must describe a process which will assure that reports of client progress and status are transmitted in a timely manner to appropriate agencies. Applicants are required to use the DUI electronic tracking system as the main repository of client data. The applicant must describe in detail how discharge information will be transmitted to the pertinent agencies/individuals. In addition, the agency must have computer capability to utilize the electronic tracking system.
- F: Client Confidentiality: The applicant must describe internal controls taken to ensure the confidentiality of client information, in accordance with Federal confidentiality regulations.
- G: Service Area: The applicant must identify the geographic area within which the program will operate. The program must provide locations reasonably accessible to residents in all three counties of Delaware.

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- H: Service Capacity: The applicant must present the proposed program capabilities in terms of the minimum and maximum number of clients. An estimated 5,400 DUI arrests occur annually.
- I: Certification: The applicant must present a plan for certification of all counseling staff. All staff must be certified in accordance with current licensing standards set by the Division of Substance Drug Abuse and Mental Health.
- J: Staff and Staff Development: The applicant must provide information of staffing of the proposed DUI Evaluation and Referral program. A definitive staffing pattern should be presented consistent with the proposed program Service Area and Service Capacity. At a minimum, the applicant must present a proposed staff-to-client ratio, proposed job descriptions, and minimum requirements. A resume of key staff persons should be part of this application. The applicant must ensure that staff persons are knowledgeable and qualified to provide the proposed services. A staff training and/or orientation schedule must be presented.

4. ABILITY TO MEET LICENSURE STANDARDS:

The applicant must be able to demonstrate the ability to meet program licensure standards as defined by the Division of Substance Abuse and Mental Health, within a maximum of 90 days from the program start up. Applicants previously licensed must provide copies of licensure reports for the three most recent previous years (or as many years as the applicant has been licensed, if less than three years). If currently operating under a provisional license, the applicant must describe in detail the steps being taken to return to full licensure status. Further, deficiencies resulting in provision license status during the past three years may be considered and impact scoring in this area.

5. REQUIRED CLINICAL SERVICES:

- A: Client Referral: The applicant must describe how the program will receive and document referrals, maintain client files, track client progress, and process completion information. Referrals to the program may come from a variety of sources, including but not limited to the Division of Motor Vehicles, the Courts, and client self-referrals. Clients referred to the Delaware Evaluation and Referral program must have access to services within ten days of court appearance, DUI arrest or DMV referral.
- B: Intake and Evaluation: The applicant must provide a detailed description of the intake and evaluation procedures, including written admission criteria. Details of the evaluation process and instruments used for evaluation must be outlined. These instruments must include the following:

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1. A questionnaire
  2. Written and verbal evaluation
  3. Personal interview
  4. Review of offender's driving record
  5. Essay questions designed and proven to be effective in evaluation
  6. An interpretation of the recorded blood alcohol concentration level
  7. Client rights/confidentiality issues
  8. Mental health screening
  9. Substance abuse screening
- C: Assessment of Individual Treatment Needs: The applicant must state how client needs will be assessed. In addition, the needs of diverse populations must be met. All services must address the need for, and availability of interpreters (on-site or readily available) for non-English speaking clients, as well as accommodations for clients with disabilities. The applicant must comply with all the terms, requirements, and provisions of the Americans with Disabilities Act, the Civil Rights Act, the Rehabilitation Act of 1973, and any other federal, state, local, or other anti-discriminatory act, law, statute, regulation or policy along with all amendments to and revisions of these laws.
- D: Referral Process: The applicant must address the method of developing and documenting a referral for each client. The evaluation and referral process must be developed within the constraints of a time-limited program of treatment consistent with the nature and intended function of the DUI Education and Outpatient treatment programs. In addition, this section must describe the mechanism developed to ensure that significant members of the evaluation and referral team meet to evaluate the appropriateness of the referrals. Provisions must be made for periodic clinical supervisory notations in each clinical record pertaining to appropriate referral procedures and outcomes.
- The applicant must outline how a referral will be forwarded to the appropriate treatment agency within designated timeframes outlined in the Administrative Performance Measures on page 28. Further, the applicant must detail how they anticipate case management of client records to be handled from time of initial evaluation through completion status notification. A "typical" client experience should be detailed.
- E: Referral of Client to Other Services: The applicant must describe the process by which clients will be referred to other service providers (outside the DUI system), when deemed clinically appropriate (i.e. residential treatment).
- F: Case Management: The applicant must describe in detail the process by which out-of-state clients will be case managed. Case management of out-of-state clients is the sole responsibility of the Evaluation and Referral program.

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- G: DUI Tracking System: The applicant will be responsible for updating any information regarding client contact, program referral, program completion, final notification, as well as any and all other contact with the client while involved in the DUI system.

In addition, the applicant must maintain the validity, comprehensiveness, and security of the DUI electronic tracking system at all times. Additional client information, including driving record, results of screening and evaluation tests, clinical assessment resulting in referral, prior arrest record, associated BAC's, and all other pertinent client information must be available to other provider agencies and other organizations and/or individuals that are part of the DUI system.

- H: Conflict of Interest: The applicant must certify their understanding that the agency providing the evaluation and referral services is not eligible to provide direct education or outpatient treatment services for the DUI client.

- I: Standard Operating Procedures Manual: The contracted provider is required to follow the guidelines in the Standard Operating Procedures manuals. Further, the contracted provider must update the manuals as updates are provided; all staff should be made aware of changes and are expected to implement those changes in a timely manner.

6. MISCELLANEOUS REQUIREMENTS:

- A: Flexibility: The applicant must provide scheduled appointments based on a flexible scheduling plan taking into consideration client special needs, transportation availability, fee availability, and other issues specific to this population.
- B: Availability: The applicant must have an adequate telephone system that allows clients to access a live person to schedule appointments. Client time spent on hold should be minimal. If a client does get a voice mail system during normal operating hours, it should be only a contingent of heavy call volumes and not standard procedure. A system should be in place to ensure all clients that do leave voice mail messages are having calls returned in a timely manner. The applicant should have staff available that is fully versed in the issues surrounding the DUI client population. The staff should understand and anticipate client confusion, be prepared to answer questions, and provide assistance and direction to ensure the client receives the necessary information. Clerical and scheduling staff should be well trained in quality customer service techniques and understand the importance of treating clients cordially and with respect.

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- C: Accounting: The applicant must maintain accurate accounts, books, and documents; accounting and fiscal records in accordance with established and recognized methods of accounting. These records should adequately and properly reflect services delivered or provided in the performance of this contract.

The applicant agrees to hire an independent auditor to perform an annual audit of accounts and provide a copy of the audit to the Secretary of Safety and Homeland Security.

Records pertaining to contractor performance and expenditures must be maintained for a period of three years following expiration or termination of the contract, or following any resulting litigation.

All client files generated by the contractor shall be made available for monitoring and evaluation purpose to the State of Delaware, Office of Highway Safety's DUI Coordinator.

- D: Point of Contact: The contracted agency shall have a minimum of two points of contact. The Office of Highway Safety will be provided two names, direct contact information, and the designated order of contact. In the event that both points of contact will be out of the office at the same time, an alternate contact must be provided during the interim.

7. ADMINISTRATIVE REQUIREMENTS:

- A: Cost Schedule: The following fees have been established by the Secretary of the Department of Public Safety, and are set forth in the Division of Motor Vehicles' Policy Regulation Number 36:
1. Evaluation and Referral Process: The fee of \$75.00 shall be charged to clients receiving the service of an evaluation and subsequent referral to an education or outpatient treatment program.
  2. Missed Appointments: The fee of \$25.00 shall be charged to clients failing to present for a scheduled appointment.
  3. Case Management: The fee of \$100.00 shall be charged to out-of-state clients for the service of case managing their evaluation, referral, and discharge paperwork. This process will be handled exclusively by the Evaluation and Referral program.

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4. Administrative Re-Entry: The fee of \$25.00 shall be charged to those clients non-complied and wishing to re-enter the program, in the event the client does not need a new evaluation. Clients requiring a new evaluation will be processed and charged the standard evaluation and referral fee.

B: Administrative Performance Measures: The selected agency will agree to meet the following expectations:

1. The average duration from initial client referral to the Evaluation and Referral program shall not exceed five days.
2. The average duration from evaluation to program referral shall not exceed five working days.
3. Notification of client discharge status from the Evaluation and Referral program to initial referral source shall not exceed five working days.

C: Minimum Qualifications for Staff: The following qualifications are required of all clinical staff responsible for client evaluation and referral. Verification of staff qualifications must be made available to the DUI Coordinator in the Office of Highway Safety upon request:

1. Minimum 2-year degree in Counseling, Psychology, Sociology, or other related field.
2. One year's experience as a substance abuse counselor.

8. RFP ACTION DATES:

- |    |                                    |                                            |
|----|------------------------------------|--------------------------------------------|
| A: | Public Notice:                     | Between May 4, 2009 and May 15, 2009       |
| B: | Mandatory "Bidders" Meeting:       | None                                       |
| C: | Deadline for Receipt of Proposals: | July 6, 2009 at 2:00 p.m.                  |
| D: | Review and Evaluation:             | Estimated for mid July to late August 2009 |

REQUEST FOR PROPOSAL  
CONTRACT NO. 10-0140-01  
DUI – Evaluation and Referral Program

PROPOSAL REPLY SECTION

**Please fill out the attached forms fully and completely and return to the address below by 2 p.m. EST Monday, July 6, 2009 at which time proposals will be opened.**

**Department of Safety and Homeland Security  
Blue Hen Corporate Center  
Office of the Secretary, Attn: Central Fiscal Office  
655 South Bay Road, Suite 5N  
Dover, DE 19901**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the offeror(s), not to serve as a forum for determining the apparent low offerors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all offerors are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE OFFEROR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

## NO PROPOSAL REPLY FORM

CONTRACT NO: 10-0140-01

TITLE: DUI – Evaluation and Referral Program

OPENING DATE: 2 p.m. EST Monday, July 6, 2009

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned offeror 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 submitted this date to the Office of Highway Safety.

**It is agreed by the undersigned offeror that the signed delivery of this bid represents the offeror's acceptance of the terms and conditions of this invitation to bid 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, Department of Public Safety.

COMPANY NAME \_\_\_\_\_ (Check One)

|                          |             |
|--------------------------|-------------|
| <input type="checkbox"/> | Corporation |
| <input type="checkbox"/> | Partnership |
| <input type="checkbox"/> | Individual  |

(Please type or print)

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_

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

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

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

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

|                                                    |                   |     |    |                   |     |    |                      |     |    |
|----------------------------------------------------|-------------------|-----|----|-------------------|-----|----|----------------------|-----|----|
| COMPANY<br>CLASSIFICATIONS:<br><br>(Please circle) | <u>Women</u>      | Yes | No | <u>Minority</u>   | Yes | No | <u>Disadvantaged</u> | Yes | No |
|                                                    | <u>Business</u>   |     |    | <u>Business</u>   |     |    | <u>Business</u>      |     |    |
|                                                    | <u>Enterprise</u> |     |    | <u>Enterprise</u> |     |    | <u>Enterprise</u>    |     |    |
|                                                    | <u>(WBE)</u>      |     |    | <u>(MBE)</u>      |     |    | <u>(DBE)</u>         |     |    |
|                                                    |                   |     |    |                   |     |    |                      |     |    |

**THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED FOR YOUR BID TO BE CONSIDERED**

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires \_\_\_\_\_

State of \_\_\_\_\_

City of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT 1**



State of Delaware  
**DEPARTMENT OF TECHNOLOGY AND INFORMATION**  
William Penn Building  
801 Silver Lake Boulevard  
Dover, Delaware 19904

**CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I, as an employee of \_\_\_\_\_ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above.

I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read and understood the terms of the above Confidentiality and Integrity of Data Statement, and that I/we agree to abide by the terms above.

\_\_\_\_\_  
Contractor or Employee Signature

Date: \_\_\_\_\_

\_\_\_\_\_