



DSCYF
Department of Services for
Children, Youth & Their Families

RFP#

CYF 24-03

**Request for Proposals
For Professional Services
Bid under Title 29 Chapter 69 Section 6981**

SERVICE COMPONENTS

**Re-Entry/Transitional Support Services
for Youth Exiting Level IV & V Facilities**

INFORMATIONAL BIDDERS CONFERENCE: **NONE**

SUBMISSION DEADLINE: **Wednesday, July 10, 2024, by 2:00 pm Eastern Time**

The RFP schedule is as follows:

Submit questions to H. Ryan Bolles, DSCYF Procurement Administrator, at herbert.bolles@Delaware.gov Questions received close to the deadline may not receive a response. The State of Delaware reserves the right to determine if there is enough time to answer submitted questions.

None

There is **no** bidders' conference scheduled for this RFP.

**07/10/2024
by 2:00 PM**

ET

For this RFP DSCYF will accept your proposal by email as described below. Please submit the **minimum number** of email attachments as possible keeping potential attachment size limitations. A single proposal attachment is preferred, but not mandatory.

**PROPOSAL
DELIVERY:**

Proposals must be received by email by **07/10/2024** by **2:00 PM** ET.

Emailed proposals arriving with a **State of Delaware** system date/time stamp after 2:00 pm local time on the stated due date will not be accepted. DSCYF is not responsible for undelivered or delayed emails for any reason. If you experience any problem, please reach out to Ryan Bolles at herbert.bolles@delaware.gov **as soon as possible**.

Please submit your agency's proposal to DSCYF_Bids_Submission@delaware.gov NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submission email must have a date/time stamp when received by the State of Delaware in compliance with the stated due date/time. You are advised NOT to wait until the last minute to submit your proposal.**

The contents of any proposal shall not be disclosed by the State to competing entities during the negotiation process.

As soon as possible

The Department will work diligently to complete the proposal review and selection process in an expeditious fashion. While DSCYF reserves the right to contact bidders for additional information proposals are expected to be able to stand alone based upon the written information submitted.

As soon as possible

Decisions are expected to be made and awards announced as soon as possible. Initial notification to all bidders will be by email.

Re-Entry/Transitional Support Services for Youth Exiting Level IV & V Facilities

As a part of ongoing changes to Delaware's juvenile justice system, the Department of Services for Children, Youth, and their Families (DSCYF), Division of Youth Rehabilitative Services (DYRS) seeks qualified proposals for a geographically targeted Intensive Aftercare Re-Entry Program that supports the transition and reintegration of youth returning to the community from DYRS operated or contracted residential placements. A coordinated Re-Entry Program relies upon the creation of direct service teams that includes the youth and family, DYRS community probation officers, DYRS secure care treatment specialists or out-of-state program case managers, educational representatives, psychologists, clinicians, and other youth-family supports.

The current re-entry model for DYRS involves a case management approach and includes the use of risk assessments to drive a case plan that identifies presenting problems, intervention plans, and progress information. However, it has been identified that additional support is needed to promote success in the following areas: education transition, community supports and outreach, and family services.

Youth in the target population for services through contracts resulting from this RFP will have a high level of need and will present some risk to the community based upon their adjudicatory history, family circumstances, and time served in an out-of-home residential placement. The successful bidder(s) will provide a youth-family advisor to work with the DYRS community probation officer to provide community-based supports and transition assistance for youth preparing to re-enter the community after serving a residential, secure commitment.

Bidders must describe their ability to develop a holistic approach with children and their families, who may have complex and challenging needs across a broad range of issues. The bidder must explain in detail how they will handle the following matters: specific methods for engaging families, identifying parental responsibilities and needs, assisting families with referrals to access educational or other services, developing individual service plans to include Cognitive Behavior Therapy and Vocational Training services in concert with parents, youth, DYRS and other appropriate community resources, and ensuring follow-through with service plan expectations.

The successful proposal(s) must illustrate familiarity with concepts and methodologies associated with juvenile justice approaches as well as confidentiality requirements, HIPAA regulations, and other legal issues that require knowledge and consideration. Connections to Office of Juvenile Justice and Delinquency Prevention (OJJDP) principles, evidence-based models or practices, and research-based philosophies and methods are highly desirable and should be identified. The OJJDP website can be accessed by clicking on the following link: <http://www.ojjdp.gov/>.

MISSION STATEMENT

It is the mission of DYRS "to guide youth involved in juvenile justice to a successful future and to support public safety."

BACKGROUND

During the past two calendar years, there were 130 and 128 (CY 22 and CY 23 respectively) DYRS youth commitments to Level IV or Level V facilities. These youth are at the highest risk for ongoing criminal justice system involvement, as well as mental health and substance use issues, educational challenges, and employment obstacles. Youth who have been released from a residential placement and continue to reoffend are likely to be recommitted or transferred to the adult criminal justice system. Without the proper

supports, these youth face stark challenges which include a lack of coordinated family services and reintegration strategies.

Currently, approximately 80% of Delaware youth who have been committed to residential placement recidivate within one year of release from custody. Research indicates that many youth consider re-entry the most serious challenge of their lives. Although there are intervention components in place from all disciplines including education, behavioral health, residential care, and community probation, case plans are often not inclusive of addressing barriers or trauma informed best practices. There is a need for continuity of care in order to bridge the gap between residential care and community aftercare supervision.

The intent of the program developed under this RFP will be to more fully and proactively serve these youth and families through in-house services and partnerships with other agencies to allow them to successfully exit the residential criminal justice system as quickly and successfully as possible. Bidders must elaborate on how their services will provide intensive and unconditional support to families to help youth remain in the community and reduce recidivism. Bidders must describe any areas of expertise and must identify their plans to address language barriers that hamper effective communication with clients and their families.

Per the Office of Juvenile Justice and Delinquency Prevention, The Northwestern Juvenile Project, a study on youth detained in Chicago IL, showed that over 90% of the youth had experienced at least one trauma and 84% experienced more than two traumas. <https://ojdp.ojp.gov/sites/g/files/xyckuh176/files/pubs/239603.pdf>. With this high prevalence of juvenile justice involved youth having experienced trauma, coupled with the effect it has on increasing the risk of juvenile justice involvement, this should be taken into consideration in the proposals.

DYRS is responsible for assessing the needs of youth and collaborating with their families, school, and support systems to coordinate services aimed at addressing the factors that contributed to delinquency. The goal of all DYRS programs is to reduce recidivism and promote positive outcomes. Supported by evidence-based theory as well as observable impact, DYRS continues to implement changes to better use available resources and to improve outcomes for youth, family, and community.

Quality improvement efforts have led to positive changes in almost every aspect of the juvenile justice system including Court practices, technology, diversion efforts, sentencing options, and more effective evidence-based programming. Reduced numbers of youth requiring services from DYRS and modifications to DYRS' management of lower-level offenders allows for a realignment of staff resources to support effective case management of higher-level offenders within the target category.

By assuming full case management responsibilities for all youth on supervision with probation officers and coupling this with DYRS' utilization of an assessment tool to prioritize needs and better match clients and their families to appropriate services, DYRS aims to reduce recidivism and waste associated with "over-serving" some youth and families, and actively treat contributing issues that may be beyond the ability of the individual youth or family to impact. This approach should also reduce non-compliance with treatment or court-ordered requirements.

TRAUMA INFORMED CARE

Trauma Informed Care: DSCYF has committed to a trauma-informed approach in its work with children, families, staff, and our partners. To guide its trauma-informed work, DSCYF has adopted the Substance Abuse and Mental Health Services Administration Concept of Trauma and Guidance for a Trauma-Informed Approach (<https://store.samhsa.gov/product/SAMHSA-s-Concept-of-Trauma-and-Guidance-for-a-Trauma-Informed-Approach/SMA14-4884.html>).

Consistent with SAMHSA's framework, DSCYF is working to ensure that service recipients, service providers and DSCYF staff are knowledgeable about the prevalence of exposure to trauma and opportunities for resilience, healing and recovery for children, families and communities served. DSCYF encourages the use of strategies to build the capacity of staff and providers to recognize and respond to trauma exposure, including the use of trauma screening and assessment, trauma-specific treatment interventions, trauma training for staff, and trauma informed supervision practices. DSCYF is committed to actively resisting the re-traumatization of service recipients and staff and supports the incorporation of trauma informed principles into all aspects of organizational policy and practice (e.g., environments that promote a sense of physical and psychological safety, practices that promote collaboration with and empowerment of service recipients). This trauma informed framework is consistent with DSCYF's commitment to the systems of care principles. DSCYF reserves the right to give preference to bidder or bidders which demonstrate having adopted a Trauma Informed Care model in its service delivery practices.

PROGRAM ELEMENTS

The envisioned program provides a youth-family advisor who will partner with the DYRS community probation officer to ensure that service gaps are eliminated for youth and their families. The advisor should meet with the youth and family during the out-of-home placement and continue post-release. The youth-family advisor and other members of the bidder's direct service team, in partnership with the family, youth, and DYRS community probation officer, will identify the strengths, interests, challenges, and needs for each youth and family and incorporate them into the re-entry plan. Intensive services and support should be available 24/7 for the youth and family for up to one year following discharge from residential placement, but not to exceed the youth's DYRS maximum discharge date. The services of the youth-family advisor shall promote engagement with community-based activities and organizations and address educational and vocational needs of youth as well as broader family concerns that may lead to high rates of recidivism.

Principles of the program must include:

- A program model supporting trauma-informed care, focusing on strengthening connections between the family and community;
- Cultural and linguistic competent services;
- Optimistic individual planning tailored to the assessed needs and strengths of each family;
- Respectful partnerships with parents and caregivers;
- Family focused and strength-based approach to problem-solving;
- Recruitment of staff from the neighborhoods where the young people and families live;
- Organization of relatives and community members into teams to support families; and
- Opportunities for young people and their families to give back to communities in line with restorative justice practice.

The driving force behind the program must be assisting youth and families in developing their capabilities so they can function positively in their homes and communities. Proposals must demonstrate knowledge of appropriate and accessible community-based resources and include an extensive array of supportive aftercare services to be offered. Bidders are strongly encouraged to discuss strategies that enhance resiliency and build developmental assets that provide coping skills in the face of exposure to poverty, substance abuse and violence in neighborhoods.

The youth-family advisor must provide advocacy and support to address each youth's unique circumstances. Services must include, but not be limited to:

- Developing community-based supports and services to meet the individualized needs of the youth and family;
- Providing intervention for family relational issues;
- Initiating referrals for family support services;
- Providing transportation to community-based treatment services including substance abuse treatment, vocational training, and recreational activities;
- Providing guidance with navigating the transition process from a facility-based education program to an appropriate educational placement with their home school;
- Implementing strategies for setting and reaching the youth's educational goals;
- Identifying and addressing barriers that may inhibit school attendance and participation;
- Assisting with obtaining credentials necessary for employment;
- Offering individual job coaching;
- Assisting with securing and retaining employment;
- Serving as a mentor and role model to reinforce the critical interpersonal and life skills needed to be a successful adult; and
- Assisting youth with expanding their natural support network.

PROPOSAL OPTIONS AND SERVICE CONSIDERATIONS

The targeted geographic service areas for this RFP are statewide. Preference will be given to bidders proposing to provide statewide services to promote continuity of care, but bidders are free to bid to serve individual counties.

DYRS encourages partnering efforts within the greater community of service providers, non-profits, and others. Bidders must clearly delineate those services to be provided within their own organization from those to be provided by others and how the cost of all services will be addressed. Proposals must identify where they have potential subcontractors or relevant agreements that will contribute to the bidder's overall effort. Locations of proposed physical service sites as well as a clear listing of in-house versus "outside" services and providers is required.

TARGET POPULATION

- Male and female juvenile justice involved youth;
- Typically ages 13 to 21;
- Serious and/or chronic repeat offenders;
- Committed to Level IV or V residential programming and re-entering the community. 130 youth were committed to a residential facility in 2022 and 128 in 2023.

POPULATION COMPOSITION

Level IV and V Data For Delaware Residents Only

Placement data for the counties of origin noted below. Please note this data is for bidding purposes only and final contract distribution will vary based upon current needs:

		Number
	Home County	of youth
CY22	New Castle	93
	Kent	24
	Sussex	7
	Total	124
CY23	New Castle	92
	Kent	22
	Sussex	8
	Total	122

STAFFING

The successful bidder(s) shall hire and train appropriately educated and experienced staff suitable for carrying out goals and outcomes as outlined in the RFP. Proposals should include the educational level, related experience and minimum qualifications for each staff position designated for the program. Proposals must also include a brief description of responsibilities for each position.

Proposals must include specifics related to staff training curriculum, new hire requirements before beginning work directly or unsupervised with youth, annual training to maintain certifications and training based upon new events or procedures. Bidders must offer detail on plans for regular staff meetings and staff scheduling as it pertains to number of hours in a work week.

DATA SECURITY

Contracts with successful bidder(s) will include requirements to secure/encrypt/insure client non-public data while at rest.

FUNDING

Bidders must consider the following assumptions:

- Services are funded through DSCYF/DYRS. The initial contract year will begin 10/1/2024. Contracts thereafter will be renewed for one or more years at a time as mutually agreed, contingent upon satisfactory performance and availability of funds. The successful bidder(s) must accept full payment by conventional check and/or other electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions. DSCYF/DYRS may award one or more contracts as a result of this RFP.

- DSCYF/DYRS preference is for unit cost (e.g., per day) proposals in which the successful bidder(s) are compensated per unit of service provided. However, in this instance DSCYF/DYRS will accept either cost reimbursable or unit cost proposals with the goal of moving to a unit cost methodology as soon as practical. The term “Cost Reimbursable” means the contract begins with a negotiated DSCYF line-item budget and the contractor invoices DSCYF against those line item amounts the following month for actual previous month’s expenses to operate the program. If proposing a cost reimbursable budget, proposals **MUST** include a completed DSCYF Budget Form, Salary Schedule and a supporting budget narrative which describes assumptions and calculations made to obtain the numbers on the DSCYF Budget Form. The required Budget and Salary Detail forms and completion instructions are available electronically in the same location where this RFP is posted on www.bids.delaware.gov.
- With the per diem/unit cost methodology DYRS will approve billing for the day that the client is admitted into the program and every subsequent day that the client receives service. Should interruptions in service delivery occur, payment will be addressed on a case-by-case basis based on individual family needs.

CONTRACT MONITORING

Delaware is one of three jurisdictions in the nation to be awarded funds through OJJDP to develop and implement an integrated set of research-based and cost-measurement tools to assist in making informed decisions about resources and services for youth involved in the juvenile justice system. DSCYF/DYRS is committed to participation in OJJDP’s Juvenile Justice Reform and Reinvestment Initiative. As part of this collaborative endeavor, the successful bidder(s) may be called upon to participate in and support reform efforts through the implementation of the Standardized Program Evaluation Protocol (SPEP), a research-based methodology for program improvement aimed at enhancing service quality and delivery. It is the Department’s intent for the SPEP process to remain cost neutral to participating contractors.

The successful bidder(s) must work with DSCYF/DYRS to provide required reports and documentation of service. Internal review and evaluation of the program is also the responsibility of the successful bidder(s). The successful bidder(s) will submit bi-annual written reports to DYRS with documentation of performance measures outlined in this RFP and/or resulting contract. Failure to submit reports may result in denial of payment.

DSCYF will conduct fiscal and program audits and provide consultation to assure quality services and efficient utilization. DSCYF agrees to notify the contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

PERFORMANCE MEASURES

DYRS will develop outcome and process measures to track the performance of the program and its individual components. All areas are subject to review at any time. Anticipated measurements include:

Client Outcome Goals	Provider Measurement Responsibilities
Youth re-entry plans will address all needs identified through DYRS risk/needs assessment in 100% of referred cases.	<ul style="list-style-type: none"> • Contractor’s staff training, review and Quality Assurance processes will track compliance and correct deficiencies as detected.
No more than 65% of the youth completing the contractor’s program shall have been re-	<ul style="list-style-type: none"> • Re-arrest data will be developed by DYRS and regularly shared with Contractor, to begin one year from program startup.

arrested on a felony charge within 12 months of discharge.	
No more than 50% of the youth completing the contractor's program shall have re-entered out of home placement within 18 months of discharge.	<ul style="list-style-type: none"> Return to service data will be developed by DYRS and regularly shared with Contractor, to begin one year from program startup.
65% of youth returning to the community from residential placement will re-engage in an educational program and remain enrolled for one year.	<ul style="list-style-type: none"> Six-month reports will identify aggregate program statistics.
35% of youth will obtain employment and retain for the balance of their re-entry supervision.	<ul style="list-style-type: none"> Six-month reports will identify aggregate program statistics.
Successful participant outcomes	<ul style="list-style-type: none"> Methodology to be negotiated with successful bidder(s)

Additional measures may be developed in conjunction with the successful bidder(s) to determine the accuracy and effectiveness of identified client needs, the ability of the bidder(s) to match needs with services, and other possible areas of interest to DSCYF/DYRS and the Program.

CRIMINAL BACKGROUND CHECK AND CHILD ABUSE REGISTRY CHECKS

Delaware Code Title 31, Chapter 3, Section 309 requires a State and Federal criminal background check completed specifically for the DEPARTMENT by the Delaware State Police and a DEPARTMENT Child Abuse Registry check for all employees, volunteers, or representatives of any DEPARTMENT contractor who within the State of Delaware: a) has ‘regular direct access to children’, or b) “provides services directly to a child or children”. The requirement applies to all current and future representatives working as part of this DEPARTMENT contract. A criminal background check and Child Abuse Registry check must be completed before the individual can begin providing services for the DEPARTMENT. Only after being given proper instruction and a customized Criminal History and Child Abuse and Neglect Background Check Request Form by the DEPARTMENT Criminal History Unit can an individual go to a designated Delaware State Police interface location to have fingerprints taken for the background check. Individuals must complete this form and present it at the time of fingerprinting. Third party background checks are not accepted. <https://delcode.delaware.gov/title31/c003/sc01/index.html#309> The DEPARTMENT reserves the right to require additional provider representatives who have access to sensitive information, as determined by the DEPARTMENT, to complete the DEPARTMENT criminal background check and Child Abuse Registry Check to work under this Contract. CONTRACTOR representatives are prohibited from working with youth until fingerprinted in completed. Once the CONTRACTOR receives the fingerprinting receipt the representative can begin work as part of this Contract with supervision at all times until final eligibility is determined by the DEPARTMENT Criminal History Unit.

The CONTRACTOR must notify the DEPARTMENT's Division of Management Support Services' Contract Administrator at least quarterly, or as requested by the DEPARTMENT, all employee, volunteer, or representative changes including those no longer working under this Contract and those who begin working under this Contract.

Penalties for non-compliance: Any contractor failing to comply shall be guilty of a Class A misdemeanor and punished accordingly. The contractor shall also be subject to a civil penalty of not less than \$1,000 nor more than \$5, 000 for each violation.

DSCYF OPERATING GUIDELINES

Successful bidders must follow all applicable requirements, in the most current version and as updated from time to time, of the DSCYF *Operating Guidelines for Contracted Client Programs and Services*, available at www.kids.delaware.gov by clicking on “Contracts/RFPs/Reporting” under the Information section at the bottom of the page.

PROPOSAL EVALUATION CRITERIA

1. Compliance with program requirements as specified in the RFP (15%)
 - a. Are the objectives stated clearly? Are they specific, measurable, and feasible?
 - b. Do the objectives support and enhance the goals and objectives established by the Department?
2. Organizational capacity and capability to meet requirements to provide service described (i.e., Staffing, financial condition, etc.) (10%)
 - a. Does the bidder organization and/or sponsoring agency have the capacity to carry out the project described?
3. Service Delivery/Program Methods (20%)
 - a. Are the mechanisms described for providing service timely and consistent with a conscientious delivery of service?
 - b. Does the proposal clearly describe the nature of the service and how, where, and by whom it will be delivered?
 - c. Can the methods described for delivering the service support the achievement of the Department and agency objectives as stated?
 - d. Are the time frames given for accomplishment realistic?
4. Service Delivery/Program Monitoring and Evaluation (20%)
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
 - b. Does the proposal adequately describe the agency's procedures for monitoring service? Is it clear how the agency will document receipt of the services by the target population?
 - c. Does the data presented demonstrate the quality and effectiveness of the service?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?
5. Experience/Demonstrated Ability and Reputation (15%)
 - a. History of the organization with DSCYF and/or other State agencies with this or other services (i.e., accessibility, responsiveness, and effectiveness).
6. Budget (20%)
 - a. Unit Cost: Is the unit cost or DSCYF Budget reasonable and competitive?
 - b. For Cost Reimbursable proposals: Is the budget submitted on the Department's format as required? (Budget, Budget Narrative, Salary Schedule)?
 - c. Has the bidder clearly explained both “in-house” and “outside” costs as requested?
 - d. Has the bidder secured matching funds (*in-kind or cash assistance*) to support the project?

Proposal Content Requirements

1. Written narrative describing proposed services that satisfies all service components and requirements listed in the RFP. This includes a description of each service within the continuum

being proposed, bidder's capacity to provide services, and bidder's proposal to meet the listed goals and requirements.

2. Bidder Fact Sheet [available online where this RFP is posted](#) in MS Word format for easy editing.
3. Signed "Assurances" and "Certifications, Representation, and Acknowledgements" document [available online where this RFP is posted](#).
4. Completed "Employing Delawareans Report" [available online where this RFP is posted](#) in MS Word format for easy editing.
5. Completed detailed **12-month Excel DSCYF Budget Form** and **Salary Detail** [available online where this RFP is posted](#) along with a detailed budget narrative describing all assumptions and calculations made to determine each expense item cost **OR** a proposed **unit cost per unit** (e.g., per day) of service provided.

APPENDIX A – Additional Bidder Information
Failure to follow Departmental procedures may disqualify a bidder's organization.

1. FORMAT

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. Videos will not be presented to the review panel. The State reserves the right to reject any non-responsive or non-conforming proposals.

To be considered, bidders must submit a complete response to this RFP. An official authorized to bind the bidder to the proposal must sign proposal documents. The successful bidder must be in compliance with all licensing requirements of the State of Delaware at time of contract execution.

2. QUESTIONS

All questions regarding this request should be directed to H. Ryan Bolles at Herbert.Bolles@Delaware.gov or 302-633-2701 (NOTE: all calls go to voicemail). Questions will be forwarded to the appropriate DSCYF program administrators for a response. Updates and answers to substantive questions will be posted on the State's solicitation web site www.bids.delaware.gov. It is the bidder's responsibility to check the website for updates to this RFP.

3. ASSISTANCE TO BIDDERS 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. 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 bidders' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

5. ETHICS LAW RESTRICTIONS

Neither the Contractor, including its parent company and its subsidiaries, nor any subcontractor, including its parent company and subsidiaries, may engage, directly or indirectly, any person who, while employed by the State of Delaware during two years immediately preceding the date of any Contract entered into as a result of this request for proposals, gave an opinion, conducted an investigation, was directly involved in, or whom otherwise was directly and materially responsible for said service described herein in this request for proposal in the course of official duties as a state employee, officer or official. The Department shall determine, at its sole discretion, whether a person was directly and materially responsible for said program, project, or contract or any other program, project, or contract related to the service described in any contract entered into as a result of this request for proposals.

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. Bidders 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 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 bidder 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) Known 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.

9. PROPOSALS BECOME STATE PROPERTY

All proposals become the property of the State of Delaware and will not be returned to the bidder. Proposals submitted to the State may be reviewed and evaluated by any person other than competing vendors at the discretion of the State. The State has the right to use any or all ideas presented in reply to this RFP. Selection or rejection of the proposal does not affect this right.

10. RFP AND FINAL CONTRACT

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

11. PROPOSAL AND FINAL CONTRACT

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The content of the successful proposal may be included by reference in any resulting contract. All prices, terms, and conditions contained in the proposal shall remain fixed and valid for one year after the proposal due date. Contract negotiations will include price re-verification if the price guarantee period has expired.

12. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original proposal 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.

13. 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.

14. 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.

15. DISCREPANCIES AND OMISSIONS

Bidder 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 bidder. Should bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, bidder 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 bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the designated contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

16. REALISTIC PROPOSALS

It is the expectation of the State of Delaware that bidders 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 bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

17. 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.

18. PROPOSAL OPENING

The State of Delaware will accept proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. There will be no public opening of proposals, but a log will be kept of the names of all bidder 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.

19. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

By submitting a proposal, each bidder 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.

Any proposal received after the deadline for receipt of proposals shall not be considered. The bidder 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 bidder proposals, each bidder 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 bidders from any obligation in respect to this RFP.

20. COST OF PROPOSAL PREPARATION

The State of Delaware will not pay any costs incurred by any bidder associated with any aspect of responding to this solicitation, including proposal preparation, attendance at vendor's conference, system demonstrations or negotiation process. All costs of proposal preparation will be borne by the bidder. The cost of all necessary permits, licenses, insurance policies, etc., required by local, state or federal laws shall be borne by the bidder at his/her own expense.

21. MULTI-VENDOR PROPOSALS (JOINT VENTURES)

Multi-vendor proposals (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 the bidder of responsibility for the professional and technical accuracy and adequacy of the work. Further, the bidder 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 documents. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

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

Any contract that may result from this RFP shall specify that the prime bidder 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 bidder. Payments to any-subcontractors are the sole responsibility of the prime bidder (awarded bidder).

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

b. Sub-contracting

The bidder selected shall be solely responsible for contractual performance and management of all subcontract relationships. The resulting contract allows subcontracting assignments; however, bidders 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 bidder 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**

Sub-contracting agencies may participate in multiple joint venture proposals.

22. 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 bidders if the state agency makes a determination that such an award is in the best interest of the State of Delaware.

23. POTENTIAL CONTRACT OVERLAP

Bidders 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 bidders during the same period, to award by types, on a zone-by-zone basis or on a service by service or lump sum basis service by service, or lump sum total, whichever may be most advantageous to the State of Delaware.

24. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of any contract resulting from this solicitation if deemed in the best interest of the State.

25. NOTIFICATION OF WITHDRAWAL OF PROPOSAL

Bidder 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.

26. REVISIONS TO THE RFP

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

27. PROPOSAL CLARIFICATION

The Evaluation Team may contact any bidder 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.

28. REFERENCES

The Evaluation Team may contact any customer of the bidder, whether or not included in the bidder's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may

choose to visit existing installations of comparable services or programs, which may or may not include bidder personnel. If the bidder is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

29. 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 bidder(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 bidder 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 bidder will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP AWARD NOTIFICATION

After reviews of the proposal review committee report and its recommendation, and once the contract terms and conditions have been finalized, the State of Delaware will award the contract which is then subject to the approval of a purchase order by the Secretary of the Department of Finance.

Any resulting contract shall be awarded to the bidder 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 bidder who submits the lowest priced proposal or the bidder who receives the highest total point score, rather the contract will be awarded to the bidder(s) 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 bidder will be invited to negotiate a contract with the State of Delaware; remaining bidders will be notified in writing of their selection status.

30. COOPERATIVES

Bidders, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. State of Delaware terms will take precedence.

31. EVALUATION REQUIREMENTS AND PROCESS

The Proposal Review Committee shall determine the bidders that meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6982(b). The Committee may interview at least one of the qualified bidders. The Committee may negotiate with one or more bidders during the same period and may, at its discretion, terminate negotiations with any or all bidders. The Committee shall make a recommendation regarding the award to the purchasing Division Director of this RFP, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6981 to award a contract to the successful bidder or bidders in the best interests of the State of Delaware. The Proposal Review Committee reserves the right to award to one or more than one bidder, in accordance to 29 Del. C. § 6986.

The Proposal Review Committee shall assign up to the maximum points as stated previously in this RFP. All assignments of points shall be at the sole discretion of the individual Proposal Review Committee members.

The Proposal Review Committee reserves the right to:

- Recommend for award or for negotiations, a proposal other than that with the lowest costs.
- Accept/Reject any and all 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 bidders during the review and negotiation.
- Negotiate any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time. The Department reserves the right to contract with more than one vendor.
- Submit follow-up questions in response to the proposal to one or more bidders as part of the proposal review process.

All proposals shall be evaluated using the same criteria and scoring process. Bidders may be scheduled to make oral presentations in support of their written proposals. However, proposals are expected to stand on their own merits as written. The Review Panel will assess the strength and clarity of any oral presentation or responses to follow-up questions and combine the evaluations of both written and oral presentations (when applicable) in determining the overall evaluation of the proposal and in making recommendations. A summary of the Panel's recommendations will be available for review upon request.

Bidders 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 bidder's capabilities so the responding bidder should be detailed in their proposal responses.

32. REJECTION OF 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 service offered, or to solicit new proposals on the same service or on a modified service which may include portions of the originally proposed service as the State of Delaware may deem necessary in the best interest of the State of Delaware.

33. 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. Bidder's participation in this process may result in the State of Delaware selecting your agency 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.

34. RESERVED RIGHTS

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

- Reject any and all proposals received in response to this RFP
- Select for contract or for negotiations a proposal other than that with the lowest cost
- Waive or modify any information, irregularities, or inconsistencies in proposals received
- Consider a late modification of a proposal if the proposal itself was submitted on time; and, if the modifications make the terms of the proposal more favorable to the Department, accept such proposal as modified.

- Negotiate as to any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time
- If negotiations fail to result in an agreement within a reasonable period of time, terminate negotiations and select the next most responsive proposer, prepare and release a new RFP, or take such other action as the Department may deem appropriate
- Negotiate a renewal of the contract resulting from this RFP with appropriate modifications.
- **SUPPLEMENTAL SOLICITATION:** Advertise a supplemental solicitation during the term of resulting contracts from this RFP if deemed in the best interest of the State.

35. STANDARDS FOR SUBCONTRACTORS

The prime contract with the contractor will bind sub or co-contractors to the terms, specifications, and standards of this RFP, resulting prime contracts, and any subsequent proposals and contracts. All such terms, specifications, and standards shall preserve and protect the rights of the Department under this RFP with respect to the services to be performed by the sub or co-contractor. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the Department.

All sub or co-contractors must be identified in the Contractor's proposal. The proposal's work plan must also state which tasks the sub or co-contractor will perform. Approval of all sub and/or co-contractors must be received from the Department prior to the contract negotiation.

The prime bidder will be the State's primary contractor.

36. CONTRACT TERMINATION CONDITIONS

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

The State shall provide the Contractor with 30 days notice of conditions which would warrant termination. If after such notice the Contractor fails to remedy the conditions contained in the notice, the State shall issue the Contractor an order to stop work immediately and deliver all work and work in progress to the State. The State shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

With the mutual agreement of both parties, upon receipt and acceptance of not less than 30 days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, through the failure of the State of Delaware to appropriate funds or through discontinuance of appropriations from any source, the State of Delaware shall have the right to terminate this contract without penalty by giving not less than 30 days written notice documenting the lack of funding.

37. NON-APPROPRIATION

In the event that the State fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in 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.

38. FORMAL CONTRACT AND PURCHASE ORDER

The successful firm shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after the award of the contract. No bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance. The Purchase Order shall serve as the authorization to proceed in accordance with the bid specifications, any special instructions and the Contract terms and conditions.

39. INDEMNIFICATION

By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, DSCYF, 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 firm, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

40. BUSINESS AND PROFESSIONAL LICENSES

In performance of this contract, the firm is required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of licenses and other relevant costs required in the performance of the contract shall be borne by the successful bidder. The bidder shall be properly licensed and authorized to transact business in the State of Delaware as defined in Delaware Code Title 30, Sec. 2502.

41. INSURANCE

Bidder 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 bidder's negligent performance under any resulting contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the bidder in its negligent performance under any resulting contract.

As a part of the resulting contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of the contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

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

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated therein, shall be submitted to DSCYF. The certificate holder is as follows:

Department of Services for Children, Youth & Their Families
Attn: Contracts Unit
Contract No: **CYF 24-03**
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Bidder's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Bidder procures insurance coverage in amounts higher than the amounts required by this RFP, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

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

42. NON-DISCRIMINATION

In performing the services subject to this RFP the successful bidder, as set forth in Title 19 Delaware Code Chapter 7 Section 711, agrees 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 bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

43. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants 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 and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

44. CONTRACT DOCUMENTS

The RFP, the purchase order, and the executed contract between the State and the successful bidder(s) shall constitute the contract between the state and the bidder(s). 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, contract amendments, RFP, purchase order and bidder proposal. No other documents unless incorporated by reference in the contract shall be considered. These documents contain the entire agreement between the state and the firm.

45. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful bidder consents to jurisdiction and venue in the State of Delaware.

46. SCOPE OF AGREEMENT

If the scope of any provision of the resulting contract is 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.

47. CONFIDENTIALITY OF BIDDER DOCUMENTS

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. All proposals are 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 bidder 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 bidder’s confidential business information may be lost.

In order to allow the state to assess its ability to protect a bidder’s confidential business information, bidders will be permitted to designate appropriate portions of their proposal as confidential business information.

Bidder(s) must clearly identify which portions of its proposal it considers to be confidential business information. The proposal must include an explanation in good faith that the identified information is not “public record” as defined by 29 Del. C. § 10002, briefly stating the reasons that each designated section of the proposal meets the said definitions. Bidder(s) also have the option of providing a second electronic copy of the complete proposal which has had the identified confidential business information redacted.

Upon receipt of a proposal indicating the inclusion of confidential information the State of Delaware will determine whether the procedure described above has been followed. A bidder’s allegation as to its confidential business information shall not be binding on the state. The state shall independently determine the validity of any bidder designation as set forth in this section. Any bidder 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, bidder(s) assume the risk that confidential business information included in a proposal may enter the public domain.

48. CRIMINAL BACKGROUND AND CHILD ABUSE REGISTRY CHECKS

Delaware Code Title 31, Chapter 3, Section 309 requires a State and Federal criminal background check completed specifically for the DEPARTMENT by the Delaware State Police and a DEPARTMENT Child Abuse Registry check for all employees, volunteers, or representatives of any DEPARTMENT contractor who within the State of Delaware: a) has ‘regular direct access to children”, or b) “provides services directly to a child or children”. The requirement applies to all current and future representatives working as part of this DEPARTMENT contract. A criminal background check and Child Abuse Registry check must be completed before the individual can begin providing services for the DEPARTMENT. Only after being given proper instruction and a customized Criminal History and Child Abuse and Neglect Background Check Request Form by the DEPARTMENT Criminal History Unit can an individual go to a designated Delaware State Police interface location to have fingerprints taken for the background check. Individuals must complete this form and present it at the time of fingerprinting. Third party background checks are not accepted. <https://delcode.delaware.gov/title31/c003/sc01/index.html#309> The DEPARTMENT reserves the right to require additional provider representatives who have access to sensitive information, as determined by the DEPARTMENT, to complete the DEPARTMENT criminal background check and Child Abuse Registry Check to work under this Contract. CONTRACTOR representatives are prohibited from working with youth until fingerprinted in completed. Once the CONTRACTOR receives the fingerprinting receipt the representative can begin work as part of this Contract with supervision at all times until final eligibility is determined by the DEPARTMENT Criminal History Unit.

The CONTRACTOR must notify the DEPARTMENT’s Division of Management Support Services’ Contract Administrator at least quarterly, or as requested by the DEPARTMENT, all employee, volunteer, or representative changes including those no longer working under this Contract and those who begin working under this Contract.

Penalties for non-compliance: Any contractor failing to comply shall be guilty of a Class A misdemeanor and punished accordingly. The contractor shall also be subject to a civil penalty of not less than \$1,000 nor more than \$5, 000 for each violation.