



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 25-04

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

SERVICE COMPONENTS

**TARGETED CASE MANAGEMENT FOR ADJUDICATED YOUTH
PRE and POST RELEASE**

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Wednesday, October 10, 2025, 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.

10/10/25
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 **10/10/2025** by **2:00 PM** ET.

Please submit your agency's proposal to DSCYF_Bids_Submission@delaware.gov Do not submit a link to a "dropbox". 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.**

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**.

The contents of any proposal shall not be disclosed by the Stat 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.

TARGETED CASE MANAGEMENT FOR ADJUDICATED YOUTH PRE and POST RELEASE

INTRODUCTION

The Delaware Department of Services for Children, Youth and Their Families (DSCYF) is responsible for providing and managing a range of services for children who have experienced abandonment, abuse, neglect, adjudication, and mental health and substance use conditions. DSCYF's mission is to engage families and communities to promote the safety and well-being of children, families and communities through prevention, intervention, treatment, and rehabilitative services. The vision is "safe and healthy children, resilient families, and strong communities".

DSCYF is comprised of four operating divisions: Division of Youth Rehabilitative Services which serves youth involved with the juvenile justice system; Division of Family Services which promotes the safety and well-being of children through prevention, protection and permanency; Division of Management Support Services which provides human resources, information technology, facilities management and fiscal services; and the Division of Prevention and Behavioral Health Services (DPBHS) which provides a range of statewide voluntary behavioral health prevention, early intervention and treatment programs and services for youth. The Department's core values include safety, compassion, respect, and collaboration.

Safety

1. All children deserve to be free from abuse and neglect.
2. Evidence-based tools and evidence-informed practices are used to aid decision making and planning for child safety, but we recognize safety cannot always be ensured by rigid compliance; a decision that is contrary to an evidence-based tool or practice is appropriate when it is necessary to ensure a child's safety.
3. We are committed to creating emotionally and physically safe environments for youth, families, and staff.
4. We are committed to the rehabilitation of youth and will seek the least restrictive, but most effective, methods to accomplish rehabilitation while still maintaining public safety.

Compassion

1. Always seek to mitigate trauma and avoid re-traumatization by utilizing trauma informed practices.
2. Ask "what happened to you" instead of "what's wrong with you".
3. Recognize that all children want to be with their own families and we must empower parents to take responsibility for the care and safety of their children by making sure they have the support and resources they need.
4. Recognize that every contact with a family is an opportunity to make them stronger, healthier, and more stable.
5. Acknowledge and appreciate those things that make every family unique.

Respect

1. Dignity and respect is shown to children and families in every interaction.
2. Make sure all people we serve can access what they need and are treated fairly.
3. Make families our partners in all decision making.
4. All children and families deserve prompt attention by skilled staff.
5. Serve our families where they are – in their homes, schools and communities.
6. Recognize that every contact with a family is an opportunity to make them stronger, healthier and more stable.

Collaboration

1. Plan for transitions and prepare children and families for each transition, including case transfers to new workers.
2. Minimize the number of placements and transitions.
3. Ensure communication between divisions for all multi-divisional youth.
4. Determine what would make a family more stable and connect with other divisions, agencies and providers to meet their needs.

Trauma Informed Care: DSCYF has committed to a trauma-informed approach in our work with children, families, staff and our partners. To guide our 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 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.

PURPOSE

The Department of Services for Children, Youth, and their Families (DSCYF) seeks qualified proposals for a targeted case management program to serve adjudicated youth 30 days pre-release and 30 days post-release. This Medicaid-covered service is required under the Consolidated Appropriations Act 2023 (CAA,2023), Section 5121, for Medicaid and CHIP eligible juvenile beneficiaries. DSCYF will also extend this service to non-Medicaid and non-CHIP eligible juveniles. The successful bidder(s) will assume full targeted case management responsibilities for identified youth in the juvenile justice system.

BACKGROUND

Changes are required for justice-involved youth per Section 5121 of the Consolidated Appropriations Act (CAA) 2023 (P.L. 117-328) which was signed into law on December 29, 2022.

Starting January 1, 2025, state Medicaid and CHIP programs are required to have a plan in place and to provide the following for any eligible youth who is within 30 days of their scheduled date of release from a public institution following adjudication:

In the 30 days prior to release and for 30 days following release, the state must provide targeted case management services, including referrals to appropriate care and services available in the geographic region of the home or residence of the eligible youth, where feasible, under the Medicaid state plan.

Implementation of the plan must begin no later than December 31, 2026, but may begin sooner if all systems are in place. DSCYF plans to implement no later than March 31, 2026, if all systems are in place to do so, including Medicaid billing through the Delaware Medical Assistance Portal (DMAP) for providers.

PROGRAM ELEMENTS

The Department seeks the following distinct service elements:

1. Targeted Case Management

Definition of services (42 CFR 440.169): Targeted case management (TCM) services are defined as services furnished to assist individuals, eligible under the Medicaid State Plan, in gaining access to needed medical, social, educational and other services.

Referrals for Targeted Care Management will be submitted by staff of DSCYF. Recipients of such referrals will have 7 days to complete the initial assessment. Additional process details will be developed for the resulting contract(s) of this RFP.

Targeted Case Management includes the following assistance:

- ❖ Comprehensive assessment and periodic reassessment of individual needs, to determine the need for any medical, educational, social or other services. These assessment activities include:
 - taking client history.
 - identifying the individual's needs and completing related documentation; and
 - gathering information from other sources such as family members, medical providers, social workers, and educators (if necessary), to form a complete assessment of the eligible individual.
- ❖ Development (and periodic revision) of a specific care plan that is based on the information collected through the assessment that:
 - specifies the goals and actions to address the medical, social, educational, and other services needed by the individual.
 - includes activities such as ensuring the active participation of the eligible individual, and working with the individual (or the individual's authorized health care decision maker) and others to develop those goals; and
 - identifies a course of action to respond to the assessed needs of the eligible individual.
- ❖ Referral and related activities, including referrals to appropriate care and services available in the geographic region of the home or residence of the eligible juvenile, where feasible (such as scheduling appointments for the individual) to help the eligible individual obtain needed services including:
 - activities that help link the individual with medical, social, educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the care plan; and
- ❖ Monitoring and follow-up activities are activities and contacts that are necessary to ensure the care plan is implemented and adequately addresses the eligible individual's needs, and which may be with the individual, family members, service providers, or other entities or individuals and conducted as frequently as necessary, and including at least one annual monitoring, to determine whether the following conditions are met:

- services are being furnished in accordance with the individual’s care plan.
 - services in the care plan are adequate; and
 - changes in the needs or status of the individual are reflected in the care plan.
- ❖ Monitoring and follow-up activities include making necessary adjustments in the care plan and service arrangements with providers.
 - ❖ Frequency of additional monitoring:
 - Telephonic Frequency: to be conducted according to each individual’s needs throughout the 30-day post-release period.
 - In-person. Frequency: to be conducted according to each individual’s needs throughout the 30-day post-release period.
 - Other: any other modalities most appropriate for each eligible juvenile, including virtual modalities. To be conducted according to each individual’s needs throughout the 30-day post release period.
 - ❖ Case management includes contacts with non-eligible individuals that are directly related to identifying the eligible individual’s needs and care, for the purposes of helping the eligible individual access services; identifying needs and supports to assist the eligible individual in obtaining services; providing case managers with useful feedback, and alerting case managers to changes in the eligible individual’s needs. For instance, a case manager might also work with state children and youth agencies for children who are involved with the foster care system.
 - ❖ If another case manager is involved upon release or for case management after the 30-day post release mandatory service period, states should ensure a warm hand off to transition case management and support continuity of care of needed services that are documented in the person-centered care plan. A warm handoff should include a meeting between the eligible juvenile, and both the pre-release and post-release case manager. It also should include a review of the person-centered care plan and next steps to ensure continuity of case management and follow-up as the eligible juvenile transitions into the community.

CASE RECORDS

Providers must maintain case records that document for all individuals receiving case management as follows: (i) The name of the individual; (ii) The dates of the case management services; (iii) The name of the provider agency (if relevant) and the person providing the case management service; (iv) The nature, content, units of the case management services received and whether goals specified in the care plan have been achieved; (v) Whether the individual has declined services in the care plan; (vi) The need for, and occurrences of, coordination with other case managers; (vii) A timeline for obtaining needed services; (viii) A timeline for reevaluation of the plan.

TRANSPORTATION

The Delaware Medicaid State Plan does not allow for the provision of transportation as part of Targeted Case Management. However, Targeted Case Manager providers are able and expected to help arrange/assist with the transportation for Medicaid or CHIP eligible youth, including linking them to their Medicaid covered non-emergency transportation to Medicaid covered medical services.

TARGET POPULATION

- Male and female youth statewide who have been committed to a residential facility pursuant to an adjudication of delinquency and are Medicaid or CHIP eligible. Provider(s) will bill Medicaid directly in the Delaware Medical Assistance Provider Portal.
- Male and female youth statewide who have been committed to a residential facility pursuant to an adjudication of delinquency and are not Medicaid or CHIP eligible. Provider(s) will bill DSCYF.
- Youth are 12-18 years of age (possibly turning 19 after service has commenced).

EXPECTED CASELOAD

- Variable based on adjudicated population and expected release dates.
- Current estimate is 4-20 cases per month or 120 cases per year.

PROVIDER QUALIFICATIONS

Qualifications of providers (42 CFR 441.18(a)(8)(v) and 42 CFR 441.18(b)):

Qualifications of Providers:

A targeted case manager must either be contracted directly with DSCYF or employed by a case management provider agency contracting with DSCYF. A targeted case manager must meet the following criteria:

- Complete any applicable DHSS or DSCYF required training, including training specific to justice-involved populations.
- Comport with other requirements as required by DSCYF, in compliance with state and federal regulations; and
- At a minimum, case managers must have: (1) a bachelor's degree or higher in a social work, behavioral health, social science, or related field AND at least six months of experience; OR (2) an associate's degree in social work, behavioral health, social science, or related field AND at least two years of experience; OR (3) a high school diploma or high school equivalency credential AND four years of experience.
 - Required experience must include prior work in:
 - assessing, planning, developing, implementing, monitoring, and evaluating options and services to meet an individual's needs.
 - making recommendations as part of a client's service plan, such as, clinical treatment, counseling, or determining eligibility for health or human services/benefits; and
 - working with youth with complex needs, including youth involved with the child welfare or juvenile justice systems and/or youth with behavioral health needs.

Qualifications of Case Management Agencies:

- A department-level contract or written agreement with the State of Delaware that specifies requisite expertise in supporting justice-involved individuals and their families.
- Demonstrated ability to coordinate and link community resources required through prior experience.

- At least three years of experience with the targeted group or case management.
- Sufficient staff and/or agreements with community organizations to have the administrative capacity to ensure quality of services in accordance with state and federal requirements.
- A financial management system that provides documentation of services and costs.
- Capacity to document and maintain individual case records in accordance with state and federal requirements.
- Demonstrated ability to assure referrals consistent with section 1902(a)(23), freedom of choice of providers.
- Ability to provide linkage with other case managers to avoid duplication of case management services.
- Ability to access systems related to case management and referrals to track the provision of services to the client, as required by the state.

AWARDS

The Department anticipates awarding contracts to one or multiple bidders to provide services in New Castle, Kent and Sussex counties. The proposal must include the bidder's availability to provide services in each county proposed to be served by the bidder and a description of services to be provided.

All successful bidders must agree to accept the compensation set by Delaware Medicaid for all DSCYF clients. Reimbursements for services are based upon a Medicaid fee schedule established by the Delaware Medical Assistance Program (DMAP). A unit of service is defined according to the Healthcare Common Procedure Coding System (HCPCS) approved code set unless otherwise specified. Initial fees for these services can be reviewed at this link under the "Targeted Case Management" service section on the table: <https://kidsfiles.delaware.gov/pbhs/pdfs/dpbhs-contracted-service-codes-and-fee-schedule.pdf> Additional rates will be developed and added over time.

Successful bidders agree to invoice Delaware Medicaid directly for Medicaid or CHIP eligible clients through the Delaware Medical Assistance Portal for providers (DMAP) and accept full payment from Delaware Medicaid. In order to invoice directly through the DMAP Provider Portal, successful bidders must agree to enroll in Delaware Medicaid using the appropriate taxonomy as identified by DSCYF. Successful bidders agree to bill DSCYF directly for clients who are not Medicaid or CHIP eligible at the Delaware Medicaid rate.

The successful bidder(s) are responsible for payment of all federal, state, and local taxes that may apply. The successful bidder(s) must accept full payment by conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs, or conditions.

CONTRACT PERIOD

DSCYF will accept proposals from either individuals or agencies. It is anticipated that the contractual agreement with the successful bidder will begin as soon as negotiated, as long as DSCYF and DMAP systems are ready for successful bidder(s)' enrollment and the successful bidder(s) invoice through the DMAP Provider Portal. Implementation must begin no later than December 31, 2026, but may begin sooner if all systems are in place. DSCYF plans to implement no later than March 31, 2026, if all systems are in place to do so, including Medicaid billing through the Delaware Medical Assistance Portal for Providers.

PROGRAM EVALUATION & MONITORING

The successful bidder(s) must work with DSCYF 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) must 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

DSCYF 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. Minimally, the successful bidder(s) will be responsible for submitting a mid-year and end-of-year report summarizing all performance measures. In addition to other elements these measures will be utilized during the audit and monitoring process.

Comprehensive Assessment and Reassessment

Timeliness of Assessments: 100% of assessments are completed for eligible youth within 7 days of referral (referrals will be 30 days pre-release).

Comprehensiveness of Assessments: 100% of assessments include input from relevant collateral sources (family members, medical providers, social workers, educators, etc.).

Completeness of Assessments: 100% of assessments include all required components (client history, medical, educational, social and other service needs, identified goals, action steps, contact frequency, etc.)

Reassessments: 100% of individuals will receive a reassessment within the designated timeframe.

Care Plans

Care Plan Development: 100% of care plans are developed within 7 days of completion of initial assessment.

Goal Alignment: 100% of care plans include goals that are directly tied to assessed needs.

Participation: 100% of care plans will indicate that the individual or legal guardian participated in the development of the plan.

Client Contacts: 100% of care plans will indicate the contact frequency schedule based on assessed need.

Collateral Engagement: 100% of care plans will incorporate feedback or input from collateral sources such as family members, medical providers, social workers, educators, etc.

Collateral Contact Relevance: 100% of collateral contacts directly contributed to the care plan or service linkage.

Plan Implementation: 100% of services will be delivered as described in the care plan.

Plan Updates/Revision: 100% of care plans will be updated following significant events, status or needs change.

Referrals & Related Activities

Timeliness: 100% of individuals needing medical, educational, social and other services post release will be linked and referred to services within 2 weeks post-release.

Referral Success: 100% of individuals referrals to services post release will be result in confirmed service engagement.

Location of Services: 100% of referrals will be made to providers within the client's local area.

Appointment Scheduling: 100% of individuals will receive support and assistance with scheduling appointments.

Other Performance Measures

Documentation: 100% of telephone, in-person, and other contacts made with the individual will be documented using a structured approach (SOAP, DAP, etc.) throughout the 30-day pre- and post-release period.

Warm Handoff: 100% of cases in which another case manager is involved post-release, a warm hand off will be completed before the 30-day post release period begins.

Continuity of Care: 100% of handoffs will include a meeting between the individual and both case managers in which the full care plan and next steps are reviewed.

Feedback Survey Administration: 100% of individuals who received TCM for more than 30 days will receive a post-service satisfaction survey.

Feedback Survey: The feedback survey will minimally cover satisfaction with assessment and case planning process, contact with the TCM, responsiveness to needs and adjustments throughout the case, and effectiveness of the contact modality and services provided.

Client Satisfaction: 90% of respondents to the satisfaction survey will be satisfied with the TCM services provided.

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

CRIMINAL BACKGROUND 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 OR at the bottom of the page.

PROPOSAL EVALUATION CRITERIA

1. Compliance with program requirements as specified in the RFP (20%)
 - 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.) (20%)
 - a. Does the bidder organization 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 (20%)
 - a. History of the organization with DSCYF and/or other State or Federal agencies with this or other services (i.e., accessibility, responsiveness, and effectiveness).

Proposal Content Requirements

1. Description of bidder's history and experience providing similar service to a similar population either working with Delaware Medicaid or not.
2. 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. Please review all scoring criteria and ensure you provide information to address all of these areas.
3. Description of your agency's experience working with DSCYF or other state or federal agencies.
4. Bidder Fact Sheet **available online where this RFP is posted** in MS Word format for easy editing.
5. Signed "Assurances" and "Certifications, Representation, and Acknowledgements" document **available online where this RFP is posted**.

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 as an addendum to this RFP. 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 22 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/execute 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(s) 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 25-04**
 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.