



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 25-05

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

SERVICE COMPONENTS

POST PERMANENCY SERVICES

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Monday, January 26, 2026, 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.

1/26/26
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 **1/26/2026** 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.

SECTION I. PROGRAM OVERVIEW

POST PERMANENCY SERVICES

Purpose

The Department of Services for Children, Youth and Their Families' (DSCYF or Department) Division of Family Services (DFS) is soliciting proposals from agencies to provide **STATEWIDE** trauma informed post permanency services, including adoption respite care, for families that have adopted special needs foster children. Special needs may include ethnic background, age, membership in a minority or sibling group adopted together, the presence of a medical condition, or physical, mental or emotional disabilities. This service will also be available to children that exited foster care to legal permanent guardianships. Finally, this service will be available to adoptive families who are not known to DFS but reside in Delaware. These may have been international or private adoptions through a licensed adoption agency. The successful bidder(s) must provide referral for services to community agencies, provide advocacy for the adopted children and families, provide family support services as needed, provide adoption respite care and assist with resource identification and system navigation as needed. Other services are to provide support groups for children, support groups for parents, and training for adoptive families on such topics as: separation and loss, attachment, history of abuse and neglect, etc. Such supplemental activities must be available to adoptive families to assist them to remain intact as they work to resolve adoption related issues.

The Department of Services for Children, Youth and Their Families has as its mission, "Engage families and communities to promote the safety and well-being of children through prevention, intervention, treatment and rehabilitative services." Our primary responsibility is to provide and manage a range of services for children who have experienced abandonment, abuse, adjudication, mental illness, neglect, or substance abuse; and we endorse a holistic approach to enable children to reach their full potential. The vision of the Department of Services for Children, Youth and Their Families is "Safe and healthy children, resilient families, strong communities" and the Division of Family Services is committed to locating permanent families for all children in foster care. The above is also connected to the national standards for adoption and permanency planning. The federal Child and Family Services Reviews (CFSR) focus on Safety, Permanency and Well-Being for children in foster care.

Availability of Funds

The resulting contracts will be awarded through the Department's Division of Family Services likely to multiple bidders which can provide statewide services. It is the role of the successful bidder(s) to help promote the vision, mission, and goals of DSCYF through successful implementation of the resulting contract. **Bidders must bid to provide services STATEWIDE ONLY.**

The Department intends to enter into multiple multi-year contracts with successful bidders and reserves the right to extend the contracts for up to five (5) years. The initial contract year will begin as soon as possible. Contract renewal is contingent upon satisfactory performance and availability of funds. DSCYF reserves the right to write contracts for multi-year periods up to five years.

Bidders must propose how trauma informed supplemental services will be provided STATEWIDE for these special needs children moving from foster care to permanency through adoption and legal guardianship. Successful bidders will be reimbursed on a **unit cost** basis with a specific dollar amount payable to the contractor for each unit of service provided. The defined units of service are: case management, training sessions, child group sessions, parent group sessions, family group sessions, adoption respite care. Families who have Medicaid may be able to access respite and treatment services through their Medicaid MCO. When these services are requested, providers should assist those families in accessing these resources through their Medicaid MCO if applicable. If an eligible youth has not yet enrolled in Medicaid, the successful bidder(s) will assist the family with enrollment. The successful bidder(s) must accept full payment by electronic means and/or procurement (credit) card at the State's option, without imposing any additional fees, costs or conditions.

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.

SECTION II. PROGRAM DESCRIPTION

When Delaware children cannot be reunited with their former legal parents, the Division of Family Services provides alternative, permanent, nurturing care arrangements for Delaware children who are abused, neglected, or dependent as a result of parent or caretaker action or inaction. The literature and case practice show that children develop to their fullest potential when they have stable, committed families. In order to continue with the stability of the adoption, adopted children need nurturing relationships with adoptive families that can manage their feelings of loss and grief and help them heal. They also need an on-going mix of services and supports from community providers that are trauma informed, family centered, nonjudgmental, culturally and linguistically sensitive, and adoption competent where the providers understand and are able to address the long-term impact of trauma on adopted children. By providing an array of post permanency services, professionals are able to maintain safety, permanency, and well-being of the child.

The importance of post permanency services for children adopted from foster care has been well established through research and practice and confirmed by adoptive families themselves. In fact, all adopted children, and their families can potentially benefit from services provided after the adoption is finalized. Adopted families are affected by the challenges that arise as a result of their children's losses or traumas. The services most frequently requested fall into four major categories: education and information services; clinical services; material services; and support networks. The intensity of services varies along the continuum, beginning with preventive support services and extending through highly intensive, behavioral health intervention when appropriate and necessary. When the successful bidder determines that a more intensive behavioral health service is necessary the provider should assist the family with accessing services through the Division of Prevention and Behavioral Health Services. Surveyed families consistently emphasize the importance of post permanency service programs that are flexible and allow them to access the services they need when they need them. Services must be trauma informed, nonjudgmental, family centered, culturally and linguistically competent and tailored to meet the needs of the individual families seeking these services.

Goals and Objectives

The goal of this Request for Proposals is to: provide contracted, community-based post permanency services for adopted children to help assure permanency of a legal family; and to ensure permanence, stability and continuity for the children in these families through adoption or legal guardianship.

Objectives of this service include the following:

1. The total number of disrupted adoptions will decrease.
2. There will be a single point of contact for information, support, and direction.

3. Information and resources will be provided to adopted children and families seeking community resources.
4. Consultation and intervention will be provided to adopted children and families in crisis.
5. Adopted children and families will be connected to community resources.
6. Advocacy and system navigation will be provided for adopted children and families experiencing a crisis.
7. Adoptive placements will be stabilized by connecting families to supportive services in the community during the period of supervision to prevent disruptions or to prevent dissolutions after finalization.
8. Adopted children and families will remain intact by preventing the child from entering or re-entering the foster care system.
9. Building strong collaboration with child welfare partners to strengthen the service continuum for families and children.

Target Population

Post permanency services are provided to and on behalf of children, as well as individuals and families providing care. Children served under this portion of the contract will be children who were in foster care and exited to permanency via adoption and legal permanent guardianship sanctioned by the court. This service must also be available to international and private adoptive families as needed if they reside in Delaware. These services are for families that have adopted special needs children from foster care. Finally, this service may be available to families who are not known to DFS as these adoptions were not facilitated through DFS but may have been facilitated through international or private adoptions.

Age/Gender: These services must be available to all children adopted or in a legal permanent guardianship awarded by the court. These services are for children ranging in age from one (1) year through seventeen (17) years of age. These services must be available to all adopted families and legal permanent guardians.

Client eligibility: This service is for children placed permanently from foster care. The children are TPR'd (termination of parental rights) and the child has been adopted or a legal guardianship has been awarded by the court. The children and families are residing in Delaware.

Description of Services

For children for whom reunion with their parents is not possible, adoption and legal guardianship provide a legal permanent family. Adoption is the permanency plan that gives the child the best opportunity for stability. Legal permanent guardianship is used when adoption has been ruled out or is not possible given the needs of the child and/or the family. The successful bidder(s) must provide direct services and identify community resources such as behavioral health therapists or agencies, support groups for children and families, out-patient services, etc. needed by the child and the adoptive family or legal guardian. Direct services include information and referral, assessment, planning, case management, training and support groups for children, parents and families.

Program Model

1. As the lead agency in assisting adoptive families or legal guardians needing supportive services, bidders must describe how they plan to develop, and promote trauma informed statewide community resources.
2. Bidders must describe how the adoptive families or legal guardians are supported and what case management services are available to the children and families.
3. Bidders must describe how they are sensitive to heritage, culture, and ethnicity to those seeking support and services.
4. Bidders must describe a model for adoption respite care to provide temporary relief to adoptive families and promote family stability and preservation.
5. Bidders must describe a framework for determining priority responses for families in crisis or at risk of disruption.
6. Bidders must describe how child safety and well-being will be addressed when providing post permanency services to the families.
7. Bidders must describe how they will develop trauma informed support services and groups for the children and for the parents.

8. Bidders must describe what training will be offered and available to the adoptive families.
9. Bidders must describe the specific steps they will take to assure the stability of the home situation.
10. Bidders must describe collaborative efforts and community partnerships that strengthen the service continuum for families and children.
11. Bidders must describe how families and children have input into service model design, delivery and quality.

Performance Measures

The successful bidder(s) agree to assist the Division of Family Services in achieving its goal of providing trauma informed information, support, referral and advocacy to adoptive families and legal guardians.

The successful bidder(s) will collect the following data:

- number and characteristics of families served
- number of adoptive placements preserved
- number of placements that dissolve after the finalized adoption for the duration of the successful bidder's involvement with the family
- number of eligible youth assisted with enrolment in Delaware Medicaid

The following Information about the child and family will be collected and reported:

- precipitating events that resulted in a referral
- services provided to the child and family
- primary issues that lead to the disruption

Outcome goals to be measured for post permanency services:

- A reduced % rate of out of home placements
- A reduced number of days adopted children are in out of home placement
- A reduction in the number of days that children in adoptive families are in behavioral health or substance abuse residential treatment
- A reduced rate of adoption dissolutions
- Parent and child surveys indicating 85% or greater satisfaction
- Successful engagement of 80% of the families referred to or seeking supportive services.
- Services provided to a minimum of 50 families statewide in year one, 75 families in year two, and 100 families in year three.

The selected bidders agree to submit to the Division of Family Services' Adoption Program Manager quarterly and annual written reports summarizing the data collected and outcome measurements.

Program Evaluation

Bidders must submit a plan for evaluating the agency's own effectiveness in securing successful post permanency services for special needs children adopted from foster care. This plan must describe strategies for evaluating service objectives and outcomes.

Technical Requirements

A qualified bidder must be licensed by The Department of Education (DOE) to provide foster care and/or adoption services or currently licensed by another jurisdiction, but licensable by DOE Office of Child Care Licensing by contract negotiations. See "Child Placing Agency" licensing requirements here: <https://education.delaware.gov/families/birth-age-5/occl/providers/>

The successful bidder(s) agree to comply with applicable policies and procedures of The Department of Services for Children, Youth and Their Families and of the Division of Family Services.

Proposals must also include the following information:

- A description of the agency and its location, including a brief account of its foster care, adoption, and post permanency related work with children, youth, and families in the past
- A list of all City, County, State and/or Federal contracts currently held or held in the past 3 years along with a contact name and phone number for each jurisdiction
- A description of agency procedures for documentation of supervision and clinical support for staff
- A description of proposed staff, including education, training, ethnic composition, and experience in foster care and adoption; the minimum educational level is a Bachelor's degree in human services
- A description of internal quality control efforts
- A data performance outcome and tracking plan

Criminal Background Checks

Delaware Code Title 31, Chapter 3, Section 309 requires a background check be completed specifically for the Department of Services for Children, Youth and their Families consisting of a State and Federal criminal record check and a Delaware Child Protection 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 a Department contract. Fingerprinting for a Department background check must be completed before any individual meeting the above criteria can begin providing services for the Department. The "DSCYF CONTRACTOR Criminal History and Child Abuse and Neglect Background Check Request Form" **MUST** be completed and submitted by each contractor representative using the process provided by the DEPARTMENT's Criminal History Unit. The contractor representative will then be given the DSCYF "service code" to be used by the contractor's representative when scheduling a fingerprinting appointment at a designated State of Delaware authorized location. The contractor or representative must bear the cost of the fingerprinting. If a "service code" other than the DSCYF "service code" is used for fingerprinting, the contractor or representative must bear the cost of re-fingerprinting the representative. Third party background checks are not accepted. 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 the resulting 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 the resulting contract with supervision at all times until final eligibility is determined by the Department's 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 the resulting contract and those who begin working under the resulting 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.

SECTION III. DOCUMENTATION AND CONTRACT MONITORING

Compliance with Department Procedures

The successful bidder(s) agrees to comply with the applicable policies and procedures prescribed in The Division of Family Services program manual and with the standards of The Department of Services for Children, Youth and Their Families.

Monitoring

The Division of Family Services will conduct fiscal and program audits, provide consultation and technical assistance to assure quality services and efficient utilization. The Division of Family Services agrees to notify Contractor of any deficiencies or concerns and will discuss corrective actions that may be needed.

The successful bidder(s) agrees to submit a quarterly written report summarizing the data collected. A final year-end report will also be due 30 days after the end of the fiscal year in order to receive further payments.

Licensing

Successful bidder(s) agrees to remain in full compliance with State of Delaware and Federal licensing requirements and the standards for service developed by the Child Welfare League of America and to notify the Division of Family Services whenever Contractor is unable to comply.

Mandatory Reporting

The successful bidder(s) must comply with States law for mandatory reporting of child abuse and/or neglect.

IV. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated by a panel of professionals designated by DSCYF. Preference will be given to qualified bidders proposing quality, cost effective services. Rating of proposals will be conducted on the following criteria:

CRITERION for Proposal Evaluation/Rating	Max Points
Compliance with overall spirit, purpose and goals of RFP	10
Demonstrated experience in providing high quality foster, adoption or post-permanency services	15
Responses to “Program Model” requirements provided above	15
Responses to “Technical Requirements” provided above except as isolated below	15
Quality of the proposed staff or hiring requirements if not yet identified	15
Quality assurance and continuous improvement practices or plan	15
Bidder’s Experience/Demonstrated Ability and Reputation: <ul style="list-style-type: none"> a. History of the bidding organization with DSCYF, other city, county, state, federal or private agencies with this or other services (e.g. safety, accessibility, responsiveness and effectiveness, etc.). b. Demonstrated experience/reputation as indicated by reviews by licensing, accrediting body and/or state agencies with Delaware or in States where organization provides or provided residential or other treatment services 	15
Fee Schedule: <ul style="list-style-type: none"> a. Is it conceivable the services can be sustained with the proposed fees? b. Are the proposed unit costs for required services and other proposed service cost(s) reasonable and competitive (comparison to the open-market and other proposals)? c. Has the bidder identified any in-kind services it can provide? 	15
Total Possible	115

V. PROPOSAL CONTENT REQUIREMENTS

All proposals include the following documents:

- a. Completed Bidder Fact Sheet (as page 1 of proposal) available in MS Word format for easy editing where this RFP is posted
- b. Proposal core including:
 - i. Description of how the bidder will provide the overall services requested and achieve the overall goals described above, and specifically inclusive of the following:
 - 1. Items listed in “Program Model” section above
 - 2. Items listed in “Technical Requirements” section above
 - ii. List of previous contracts or agreements for like services held with any city, county, state or federal government including contact information for each
- c. Proposed fee schedule for each of the following services: case management, training sessions, child group sessions, parent group sessions, family group sessions, adoption respite care both an hourly for non-overnight

respite rate and a daily overnight respite rate. Bidders may include additional services it offers and the proposed fee for each.

- d. Signed “Assurances” and signed “Certifications, Representation, and Acknowledgements” documents [available online where this RFP is posted.](#)

Failure to submit all of the above information will seriously affect the ability of the review panel to evaluate the bidder's proposal and may be a factor in proposal rejections.

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 [29 Del. C. § 10001](#), et seq. ("FOIA").

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. The State of Delaware requires a new vendor to complete the registration process through the Delaware Supplier Portal at <http://esupplier.erp.delaware.gov>. Successful completion of this registration enables the creation of a State of Delaware supplier record. The taxpayer ID (SSN or EIN) and bidder (supplier) name are submitted to the Internal Revenue Service for "matching". If the Taxpayer ID and name do not match, the vendor record cannot be approved. It is the bidder's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services. Any questions about completing this registration or specific comments about the registration, please contact supplier maintenance by phone at 302-672-5000.

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 25-05**
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.