



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 25-06

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

SERVICE COMPONENTS

**MEDICAL AND DIETICIAN SERVICES
FOR PRE AND POST ADJUDICATED YOUTH FACILITIES**

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Thursday, February 5, 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.

02/05/26
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 **02/05/2026** 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 State to competing entities during the negotiation process.

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

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

MEDICAL AND DIETICIAN SERVICES FOR PRE AND POST ADJUDICATED YOUTH FACILITIES

SECTION I: OVERVIEW

Background

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 voluntary behavioral health prevention, early intervention and treatment programs and services for youth. The Department follows the Core Values of Safety, Compassion, Respect, 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 are 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.

Overview of Services Requested

The Delaware Department of Services for Children, Youth and Their Families (hereafter referred to as DSCYF or Department), Division of Youth Rehabilitative Services (hereafter referred to as the Division or DYRS) is requesting proposals for the purpose of awarding contracts to individuals or organizations to provide two distinct services, Comprehensive Medical Services and Dietician Services, for its five residential facilities serving adjudicated and pre-adjudicated youth.

Service 1: Comprehensive Medical Services

The Department seeks to award a contract to a qualified agency to provide a comprehensive medical services team for both DYRS pre-adjudicated residential detention facilities and adjudicated residential facilities. The successful bidder will establish and maintain a coordinated medical delivery system designed to ensure consistent, high-quality healthcare for youth residents at the five DYRS facilities. The successful bidder will provide a hierarchical structure of physicians and licensed nursing personnel on-site to deliver routine and emergency medical care, such as administering medications, monitoring residents' health conditions and coordinating with physicians, behavioral health professionals, facility staff and other care team members to promote overall wellness. The goal of this service is to support the physical needs of residents through a structured, efficient and compliant medical service model that aligns with state and facility standards of care.

Service 2: Dietician Services

The Department seeks to award a contract to a qualified individual or organization to provide comprehensive dietician services for DYRS Residential and Detention facilities. The successful bidder will provide a Licensed Dietitian to collaborate with Department leadership and facility staff in developing, implementing, and monitoring nutritionally balanced meal plans that meet the dietary needs of all youth in care and comply with American Correctional Association (ACA) performance standards. These services are intended to enhance overall nutrition quality, support positive health outcomes, and maintain consistent adherence to established correctional dietary standards.

Awards

The Department anticipates awarding contracts to one or multiple bidders to provide services in New Castle or Kent counties. Bidders may submit a proposal for one or both of the above listed services. The proposal must include the bidder's availability to provide services in each county proposed to be served by the bidder, a clear indication of which of the of listed two services are proposed, and a description of the specific services to be provided. Preference will be given to bidders which can provide services statewide.

Contract Period

It is anticipated that the contractual agreement with the successful bidder will begin as soon as negotiated. Initial contracts will be for one or more years as negotiated. DSCYF reserves the right to extend the contracts for up to five (5) years. Contract continuation is dependent upon satisfactory performance and the availability of funds. 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

Target Population

- Male and female youth statewide who have been committed to a residential facility pursuant to an adjudication of delinquency or due to pre-adjudication detainment.
- Youth are 12-18 years of age (possibly turning 19 after service has commenced).

Location of Services

Services will be provided to youth residing at all of the DYRS facilities for juveniles. This includes the following sites:

- **Stevenson House Detention Center** – A level V facility housing pre-adjudicated youth located in Milford, Delaware.
- **Wilmington Campus Facilities**
 - **New Castle County Detention Center** – A level V facility housing pre-adjudicated youth.
 - **Ferris School** – A level V facility housing adjudicated youth.
 - **The Residential Cottages** – One Level IV Cottage for females and One Level IV Cottage for males.

Relevant Data and Service Needs

The number of youth requiring services at any given time is variable based on adjudicated and pre-adjudicated detained populations, admissions, and discharges. The below data is provided to assist bidders with determining staffing levels and hours.

Nursing services are currently delivered in 12-hour shifts (7:00 AM–7:30 PM and 7:00 PM–7:30 AM), with existing RN coverage shown in the chart below. These hours and staffing levels are not prescriptive. Bidders

may propose different models based on their analysis, data, and clinical judgment. The Division is open to alternative schedules and innovative coverage plans. Service and population data provided below.

Current Nursing Hours Provided		
Facility	Day Shift	Night Shift
Ferris School	1 RN, Monday - Sunday	2 RNs, Monday-Sunday shared across campus facilities
Residential Cottages	1 RN, Monday - Sunday	
New Castle County Detention Center	1 RN, Monday - Friday	
Stevenson House Detention Center	2 RNs, Monday-Friday, 1 RN Saturday & Sunday	1 RN Monday - Sunday
TOTAL Weekly Nursing Hours	372 Hours	252 Hours

Medical Director Hours Provided	
Average Monthly Service Hours Provided from October 2024-September 2025	22 Hours
Total Services Hours Provided from October 2024 – September 2025	268 Hours
Services Hours Provided Monthly from October 2024 – September 2025	Varies from month to month from 8 hours – 32 Hours

Physician & Nurse Practitioner Hours Provided	
Average Monthly Service Hours Provided from October 2024-September 2025	22 Hours

Average Daily Population Over Past Two Years	
Facility	Average Daily Population
Ferris School	33
Residential Cottages	16
New Castle County Detention Center	31
Stevenson House Detention Center	25

Number of Youth Admissions to DYRS Facilities		
New Castle County Main Campus Facilities	2023	2024
Ferris School – Level V	120	164
Residential Cottages – Level IV	96	104
New Castle County Detention Center – Level V	405	380
Kent County Milford Facility	2023	2024
Stevenson House Detention Center – Level V	172	188
TOTAL	793	836

Number of Youth Discharges from DYRS Facilities		
All Facilities	2023	2024
Ferris School	58	58
Residential Cottages	61	59
New Castle County Detention Center	399	390
Stevenson House Detention Center	172	195
TOTAL	690	702

SECTION II: REQUESTED SERVICES

This Request for Proposals solicits bids for two distinct services. Bidders may submit proposals for one or both services. The successful bidder must clearly specify which service(s) they are proposing to provide and identify any geographic limitations, exclusions, or exceptions that may apply.

Service 1: Comprehensive Medical Services

The successful bidder(s) will provide a robust plan outlining a hierarchical team of medical professionals including a Medical Director, Physician and a team of Registered Nurses and nurse managers that will deliver on-site, comprehensive medical services to support juvenile justice youth housed in the facilities outlined in the Location of Services section of this RFP.

The successful bidder(s) must ensure adequate medical and nursing coverage to meet youth health needs, maintain safety, and comply with applicable clinical, regulatory, accreditation standards, and American Correctional Association (ACA) standards.

The purpose of these services is to ensure that all youth receive timely, appropriate and continuous medical care within a coordinated system that promotes physical and mental well-being, supports rehabilitation and safeguards public health while in the care of DYRS. The on-site clinical care provided will address acute needs and/or complicated medical cases that need attention and provide routine initial and annual youth exams as needed.

Scope of Service:

Bidder must provide a detailed description of the proposed organizational structure of their medical team, including the roles and responsibilities of each team member. Bidders should also describe how their proposed team will meet the medical needs of all DYRS facilities, including both detention centers, and all residential facilities, utilizing a hierarchical medical model to ensure coordinated, high-quality care. The minimum expectations outlined below allow bidders to propose enhanced or alternative staffing models that meet or exceed the requirements. Bidders are highly encouraged to propose additional roles or responsibilities (e.g., nurse managers or other staff) as necessary to ensure comprehensive coverage.

Medical Director Role: The medical director must provide clinical oversight, leadership and direction for the medical and nursing services provided to youth at DYRS facilities.

Coverage and Credentials:

- Minimum of 1 licensed medical provider (MD or DO)
- 24/7 phone coverage to triage urgent medical issues via an escalation structure
- On-site coverage as needed based on physician outages to meet minimum care expectations (see data table above)
- Arrange and provide a substitute when not available that is satisfactory to the Department

Minimal Responsibilities:

- Serve as a consultant on medical policies, procedures and protocols for DYRS and their facilities consistent with ACA standards and evidence-based practices.
- Supervise and evaluate the performance of all medical staff, including physicians, advance practice providers, and nursing personnel. This includes addressing staffing issues, retention and termination concerns.
- Provide management oversight of medical team workflow and regulatory requirements.

- Conduct periodic chart reviews and quality assurance reviews to ensure compliance and quality of care.
- Establish and maintain routine meetings with nursing leadership, DYRS leadership and facility leadership.
- Participate in ACA, and other audits and reviews required by the DYRS and the Department.
- Collaborate with the successful bidder for targeted case management services
- Arrange and provide a substitute when not available that is satisfactory to the Department.

Physician or Advance Nurse Practitioner Role: The physician(s) will provide direct on-site medical care to youth ensuring timely evaluation, diagnosis, and treatment of acute and chronic health conditions.

Coverage and Credentials:

- Minimum of 1 licensed medical provider (e.g. Advanced Nurse Practitioner, MD, DO, Physician's Assistant) per county. Bidders are highly encouraged to propose a physician ratio for each facility that is based on the bidder's clinical experience and expert evaluation of the required responsibilities and facility data points listed in this RFP.
- On-site coverage as needed based (see data table above)
- **A physician must be available by phone twenty-four hours per day, seven days per week for any questions and/or concerns of the nursing staff or DYRS staff.**
- Arrange and provide a substitute when not available that is satisfactory to the Department

Minimal Responsibilities:

- Conduct a comprehensive health evaluation for all youth entering DYRS facilities within seven days of admission, excluding weekends, holidays, and any other delays over which the successful bidder has no control. Evaluations must consist of a review of the preliminary or intake health evaluation completed by nursing staff., collection of additional data necessary to complete a standard history physical examination, order diagnostic testing and appropriate follow-up for medical or health problems if indicated, detection of any medically related handicapping conditions for all youth through age nineteen and provide a well-woman assessment for all female youth.
- Design individualized care plans in collaboration with nursing staff for various health conditions.
- Diagnoses and manage medical conditions in coordination with the Medical Director.
- Prescribe and monitor medications, treatments and diagnostic testing as needed.
- Oversee the youth's medical care per the developed care plan in accordance with all Delaware State laws.
- Provide clinical screening for risk taking behavior, behavioral health and substance use problems.
- Develop and implement staff and youth health education initiatives
- Act as a liaison between youth, other medical team members, facility staff and/or families.
- Collaborate with the successful bidder for targeted case management services
- Participate in ACA, and other audits and reviews required by the DYRS and the Department.

Registered Nurses Role: Registered Nurses will provide on-site, coordinated nursing services during designated hours to ensure continuous medical support and follow an on-call procedure for after-hours medical consultation and emergency response. The nursing staff will serve as the primary point of contact for youth healthcare needs.

Coverage and Credentials:

- A team of licensed Register Nurses (RN) and Nurse Supervisors/Managers. If proposing multiple levels of nursing (e.g. RN I, RN II, RN III) based on years of experience, or supervisory duties, the

bidder must detail all credentials, experience requirements, and descriptions for each level including proposed rates.

- On-site 24/7 coverage at all facilities. Wilmington campus facilities can share coverage during the evening shift. Flexibility for additional nursing is required to cover emerging youth needs. Bidders are highly encouraged to propose a nursing ratio for each facility that is based on the bidder's clinical experience and expert evaluation of the required responsibilities and facility data points listed in this RFP.
- Outline a plan to cover planned or unplanned staff absences, vacancies, or other gaps.

Minimal Responsibilities:

- Conduct initial admission and intake assessments including conducting comprehensive health screenings, gathering medical history, conducting physical assessment, and documenting current medications or health conditions. This includes obtaining consent from legal guardians.
- Develop a plan of care for each youth that includes on-going evaluation and development of goals or outcomes. Plan of cares should include monitoring of vital signs and performing of routine treatments and procedures prescribed by any physician or specialist when indicated.
- Provide daily sick call services, triage, and treatment of acute and chronic medical conditions.
- Perform medication checks, administration, ordering, sick-call referrals and maintenance of both noncontrolled and controlled pharmacological substances within scope of practice consistent with ACA and state standards.
- Perform point of care tests, EKG's labs, and other tests as directed by clinicians.
- Assists providers in examinations or procedures.
- Collaborate with facility physicians, mental health providers, and other healthcare professionals to develop and implement individualized care plans.
- Facilitate referrals and follow-up for off-site specialty or emergency care as needed.
- Communicate medical information relevant to the safety and management of youth to authorized facility staff, maintaining confidentiality in accordance with HIPAA and ACA requirements.
- Maintain complete and accurate medical records in accordance with ACA standards and facility policy.
- Complete administrative duties, including but not limited to answering phone, filing medical paperwork, preparing, organizing, and facilitating meetings, statistical tracking and reporting, scheduling appointments.
- Participate in audits, inspections, and quality improvement initiatives to ensure compliance with regulatory and accreditation requirements.
- Collaborate with the successful bidder for targeted case management services
- Develop and implement staff and youth health education initiatives
- Adhere to universal precautions, established infection control practices, and established safety and security policies and procedures.

Administrative and Support Functions: The successful bidder will ensure all medical operations are supported by appropriate administrative, scheduling and record keeping systems. This includes ensuring all medical staff maintain current licenses, certifications and continuing education. The successful bidder will oversee maintaining and communicating the schedule with facilities.

Optional Value-Added Staffing Enhancements:

Bidders may propose staffing enhancements such as:

- Dedicated care coordinators
- Health educators or wellness coordinators
- Consultative specialists such as substance abuse specialists or chronic care specialists

- A dedicated psychiatric prescriber or reviewer
- Integrated telehealth options, provided it supplements, not replaces, mandatory in-person coverage.

General Staffing Requirements:

- Staffing must ensure continuous coverage and rapid response capability for each facility.
- Staff must meet all licensure, certification, and background check requirements.
- Staff must complete Division required Prison Rape Elimination Act (PREA) trainings.
- Bidders must outline and maintain a clear chain of clinical and administrative supervision.
- Proposed staffing must reflect the facility population sizes and minimum duties outlined in this RFP.

Additional Staff and Youth Education Responsibilities

The medical team is also responsible for the following related to health education for staff and youth:

- Develop and facilitate education for residents and staff based on evidence-based practices and current Center for Disease Control (CDC) guidelines to meet specific medical and developmental needs of the population with agreement with the DEPARTMENT.
- Support preventative health initiatives including immunizations, screenings, and communicable disease control.
- Provide training to facility staff on basic health procedures, emergency medical response, and infection prevention.

The overall goal of these services is to ensure that youth in the care of DYRS receive equitable, evidenced-based healthcare that supports both their immediate medical needs and their long-term rehabilitation.

Service 2: Dietician Services

The successful bidder will provide a robust plan to provide a comprehensive, consultative approach to dietary management, menu planning, education and compliance oversight, to ensure all youth residing at DYRS facilities listed in the Location of Services section of this RFP receive nutritionally appropriate meals and guidance tailored to their health needs.

Scope of Service:

Therapeutic Dietary Manual – The successful bidder will collaborate with designated facility and division staff to maintain a Therapeutic Dietary Manual that meets ACA requirements. This includes:

- Update the manual as youth populations or federal requirements change
- Review and revise the manual yearly to ensure ongoing compliance.
- Serve as a consultant or reviewer in the production of the manuals, additional guides, pamphlets or other tools for facility use.

Facility Meal Menus – Review and approve facility menus twice annually for compliance with ACA standards, and federal nutritional guidelines. Provide recommendations for menu adjustments to accommodate special dietary requirements of youth at the facilities as needed.

Youth Nutrition Education, Guidance, and Specialized Planning – The successful bidder will serve as the primary nutritional resource for DYRS facilities. This includes providing education and guidance to staff and youth with special dietary needs (such as allergies or diabetic needs). This includes:

- Visit each DYRS residential and detention facility to provide education and guidance to youth about healthy food choices.
- Develop menus targeting specific calorie or other nutritional goals related to special dietary needs.

- Develop a point system for youth with diabetes to help them learn what food choices are good for them. Provide education to youth with diabetes about the warning signs and symptoms of high and low blood sugar and what treatment may be necessary after they return to the community. This may involve one-on-one and/or small group work with youth in the facilities in an educational capacity.
- Consult and assist with additional planning efforts for youth with special dietary considerations when authorized by designated facility staff.
- Consult with designated facility staff and medical team.

Scheduling and Availability

The successful bidder will collaborate with the Department to develop reasonable schedules of on-site visits and completion of the required work. On-site visits must be scheduled and coordinated in advance with facility staff.

The successful bidder will provide a plan for on-call consultation as necessary to address emerging dietary needs of youth entering the facilities, including response protocols and communication procedures.

Staffing Credentials

The successful bidder must be licensed by the State of Delaware's Division of Professional Regulation as a Dietician or an organization that can provide a licensed Dietician to fulfill this role.

SECTION III: DOCUMENTATION AND PERFORMANCE MONITORING

Successful bidder(s) will work with the Division in efforts to streamline, consolidate, and maintain medical records and supervision notes. The Division is working to provide the ability for successful bidder(s) to directly access an Electronic Health Record System. Successful bidder(s) will use documentations standards as set by the Department. Hard case files will also be maintained by successful bidder(s) in accordance with existing facility protocols. Successful bidder(s) will be responsible for maintaining records necessary for any models that may be used.

Compliance with Department/Division Policies and Procedures

Successful bidder(s) must agree to comply with all applicable policies and procedures prescribed in the Division of Youth Rehabilitative Services' Policy Manual and Department Policy Manual. Successful bidder(s) must comply with the DSCYF Operating Guidelines for Contracted Client Programs/Services.

Successful bidder(s) must agree to comply with the most current and as periodically updated DSCYF Operating Guidelines for Contracted Client Programs/Services located at the link below:

<https://kids.delaware.gov/management-support-services/contracting-information/>

Monitoring

Successful bidder(s) will be responsible for internal review and monitoring of the program to ensure continuous quality improvement. In addition, the successful bidder(s) will cooperate with monitoring and evaluation procedures by the Division. Areas for monitoring will be shared with the successful bidder(s) prior to monitoring activities. The Division's Quality Assurance Team will complete on-site monitoring and medical records reviews as they believe necessary but always with the goal of the least program disruption. A written report will follow each monitoring and medical records review.

Mandatory Reporting

All successful bidders' staff must comply with the state's law for mandatory reporting of child abuse and/or neglect. All successful bidders' staff must complete Mandatory Reporting Training yearly.

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.

Professional References

For bidders without a prior contractual agreement with the Division for the proposed service, they must provide the names and contact information for three (3) sources who may be contacted by DSCYF for a reference attesting to you or your agency's ability to perform the work proposed if awarded a contract.

Performance Measures

DSCYF will negotiate specific outcome performance measures with the successful bidder(s) for inclusion in the contract. All measures 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.

SECTION IV: PROPOSAL QUESTIONS

(A SEPARATE response to every question is required to submit a completed proposal for EACH service proposed by the bidder)

For this purpose, “agency” refers to either an individual or organization submitting a proposal

Please include responses to the following questions in each proposal, highlighting any challenges and solutions:

Organizational Experience and Capacity

1. **(Medical services bidders only)** Describe your agency’s experience working with youth who are involved with the juvenile justice system or the Department.
2. **(Medical services bidders only)** Describe your agency’s experience working with youth with exposure to traumatic life events.
3. **(Medical services bidders only)** Describe your agency’s experience working with youth with behavioral health challenges given the importance of a holistic approach to addressing youth needs.
4. **(Medical services bidders only)** Describe your agency’s experience working with communities and populations that are diverse in terms of race, ethnicity, religion, culture, sexual orientation, gender identity, sexual expressing, and reflective of the target population.
5. Describe any additional experience your agency has working with federal or other state departments or divisions.
6. What makes your agency a strong bidder to be awarded this contract?
7. List any challenges that you have experienced in the past and/or that are anticipated with fulfilling the proposed services and detail your plan to overcome those challenges.

Ability to Meet Minimum Requirements

1. Which of the two services listed in this RFP are you proposing to provide?
2. Detail how you plan to serve all facilities in the county or counties proposed.
3. Detail a robust plan to meet the minimum requirements listed in the content of this RFP for the proposed service(s). **(Medical services bidders only)** Include a clear service delivery plan from intake to discharge for all youth entering and leaving DYRS facilities. Make sure to describe any screening tools or specific practices or standards you plan to follow.
4. Describe your agency’s philosophy on team collaboration and how you plan to engage with facility and Division staff.
5. Detail all plans for coverage of all services if there are staffing vacancies.

Building a High-Quality and Consistent System

1. **(Medical services bidders only)** Detail your plan to regularly collect and incorporate feedback from individuals to inform services and ensure continuous quality improvement.
2. Indicate how the service delivery will be monitored and tracked to ensure consistency with industry standards and ACA standards.
3. Propose process and performance outcome measures for each service you bid to provide?
4. What partnerships will be in place to support monitoring and quality assurance?

Staff and Staff Training

1. Provide an agency organizational chart that reflects positions and qualifications for all certified/licensed and non-certified staff members involved with the proposed services.
2. Please list education and experience criteria set for staff by level or role for current staff and those to be hired. Clearly indicate which positions are already filled and which from the proposed structure would need recruitment.
3. Detail plans for recruiting additional staff needed or describe how current staff meets all needs. Discuss a plan for retention. Discuss a plan to continue service if there is staff turnover.
4. Describe your approach to staff training that emphasizes cultural competence and ensures that staff are trained on relative topic areas.
5. **(Medical services bidders only)** Outline your agency's staff training with evidenced-based, trauma-informed care principles and approaches.
6. What partnerships will be in place to support training?

Financial Management and Budget

1. Proposed unit cost per hour of service for each proposed professional service level related to the service proposed. Bidders may also propose other creative units of service for consideration.

SECTION V: PROPOSAL CONTENT AND EVALUATION

Proposal Content Requirements

1. Cover Letter
2. Written narrative describing proposed services that satisfies all listed services components and requirements listed in the RFP. This includes a description of each service that you are proposing, each proposed staffing role, your capacity to provide services, and your proposal to meet the listed goals and requirements.
3. Written narrative responding to each item in Section IV "Proposal Questions"
4. Three (3) Professional References for any bidder without a prior contractual agreement with the Division within the past three (3) years for the proposed service.
5. Bidder Fact Sheet available online where this RFP is posted in Microsoft Word format for easy editing.
6. Signed "Assurances" and Signed "Certifications, Representation, and Acknowledgements" available online where this RFP is posted in pdf format for applying signatures.
7. Proposed unit costs for all staff levels or services proposed.

Review of Proposals

Proposals will be evaluated and rated by a panel designated by DSCYF. DSCYF reserves the right to include non-DSCYF staff or subject matter experts on the panel. Rating of proposals will be conducted on the following criteria:

Evaluation Criteria and Weight for this RFP

1. **Compliance with requirements, scope and spirit of 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?
 - c. To what degree has the bidder adequately responded to each Section IV question?

2. **Organizational capacity and capability to meet requirements to provide service described (e.g., Staffing, financial condition, etc.) (10%)**
 - a. Does the bidder organization have the capacity to carry out the proposed service(s) described?
 - b. Does the bidder organization have reputable experience necessary to carry out the proposed service(s) described?
3. **Service Delivery/Program Methods (25%)**
 - 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 (10%)**
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the proposed service(s)?
 - 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(s)?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?
5. **Experience/Demonstrated Ability and Reputation (10%)**
 - a. History of the organization with DSCYF and/or other State agencies?
 - b. Has DSCYF and/or other State agencies found the bidder to be accessible, responsive, and effective?
6. **Unit Cost(s) (25%)**
 - a. Did the bidder propose cost(s) information?
 - b. Is the proposed cost(s) reasonable and realistic?
 - c. Can the objectives be accomplished within the proposed budget?
 - d. Are the proposed cost(s) competitive compared to the known market and other bidders?

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 25-06**
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.