



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 25-07

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

SERVICE COMPONENTS IN THIS RFP

KINSHIP SUPPORT NAVIGATOR PROGRAM

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Monday, February 9, 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.

02/09/26
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 **02/09/2026** 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.

REQUEST FOR PROPOSAL
KINSHIP SUPPORT NAVIGATOR PROGRAM
IMPLEMENTATION OF EVIDENCE-BASED, TRAUMA-INFORMED KINSHIP
NAVIGATION MODEL

SERVICE OVERVIEW

The State of Delaware's Department of Services for Children, Youth and Their Families (DSCYF), Division of Family Services (DFS, hereafter referred to as Division), is seeking proposals for a Kinship Support Navigator Program to assist kinship caregivers in learning about, locating, and accessing programs/resources to meet the needs of children placed in their homes; to provide help for the family as a whole to safeguard stability; and to promote partnerships among public and private agencies for the benefit of kinship caregivers and children. **Proposals are ONLY being accepted from agencies and organizations. DSCYF intends to award one contract but reserves the right to award more than one.**

The Kinship Support Navigator Program will provide the following services statewide in all three counties (Sussex, Kent, and New Castle). Bidders must bid to deliver services statewide:

1. Full kinship navigation services include caregiver assessment, case management, family support plan, navigation, advocacy, outreach and education, and support groups via a variety of supports and assistance to grandparents, other relatives, godparents, and non-relative adults (fictive kin) with whom the children have a significant, positive relationship and emotional connection while being raised by them temporarily or permanently as follows:

In the custody of DFS (FORMAL Caregivers); or

Not in the custody of but active with DFS in a living arrangement approved by DFS with a safety agreement in place (VOLUNTARY Caregivers).

2. As part of prevention, **only** Information & Referral services and Support Group services provided to caregivers temporarily or permanently raising children not active with DFS. (INFORMAL Caregivers). When FORMAL and/or VOLUNTARY caregivers also have children in the home not active with The Division (INFORMAL), those children are considered to be equally benefitting from the full kinship navigation services in terms of prevention, as the client of successful bidder is the caregiver, not the child.

Service deliverables include:

- Implement an approved evidence-based, trauma-informed kinship navigation model in conjunction with a Title IV-E Prevention Services Clearinghouse approved evidence-based, trauma-informed kinship navigation program model.
- Continue working toward DFS increased alignment with the Family First Prevention Services Act of 2018 and 2020.
- Maintain demonstrated fidelity to an approved Title IV-E Kinship Navigator Program model in order to assure that DFS will remain eligible to claim reimbursement from the federal government at 50% of state funds spent on Administration, Training, and Programs.
- Continue existing collaboration with other State of Delaware agencies and private agencies providing services to kinship providers in order to build the appropriate infrastructure to meet the needs of these caregivers. The state agencies include, but are not limited to:

Department of Services for Children, Youth, and Their Families
Division of Family Services
Division of Prevention and Behavioral Health
Division of Management Support Services: FIRST Program

Department of Health and Social Services
Division of Social Services
Division of State Service Centers
Division of Services for Aging and Adults with Physical Disabilities

Department of Education's Child Welfare Liaison (including McKinney-Vento)

State of DE Family Court
Judicial Branch's Office of the Child Advocate (GALs and CASAs)

- Establish, promote, and maintain an easily identifiable, specific kinship section on the successful bidder's existing website.
- Demonstrate professional, effective written and oral communication with kinship providers, team members, regional staff, provider agencies and other agency representatives, and national advocates to provide or solicit information, feedback, updates, suggestions, problem solving, etc. in a manner that creates a collaborative atmosphere.
- Effectively articulate and advocate for adherence to evidence-based, trauma-informed programming and practice priorities.
- Assure quality evidence-based, trauma-informed programming and policy for kinship families served by the Division and that programming meets requirements set by federal and state mandates.

Other Service Expectations:

- Implement a kinship care navigator service delivery program statewide.
- Promote and expect child safety; permanency within fifteen (15 months) of a child's foster placement with a kin provider; and well-being.
- Maintain and communicate data on kinship program. Maintain frequent and detailed communication with the Division's kinship coordinator overseeing this contract.
- Professionally represent DSCYF and the Division by presenting accurate information and responding in a timely, courteous manner.
- Log and report monthly activities for successful bidder's internal use and for reporting to the Division.

Salary/wages, taxes, benefits, office supplies, computers, mobile phone, travel arrangements, etc. are all program costs which are the responsibility of the bidder and should be reflected in the proposed budget.

The Division will accept proposals using a unit cost (e.g. per deliverable, per milestone, per hour, etc.) for caregiver home assessments for recommendation toward a status of Licensed Kinship Caregiver of children in DFS custody (FORMAL Caregiver) **AND** a cost-reimbursable methodology (where a line-item budget is approved and incorporated into the contract and the contractor invoices actual monthly expenses against that budget) for all other proposed contract deliverables. Bidders must submit a **separate** completed **12-month** line item DSCYF Budget Form and Salary Detail Form (available in Excel format for editing where this RFP is posted) and a supporting budget narrative with their proposal—for each of the payment methodologies proposed. Invoices are to reflect the unit cost deliverables separately from the cost-reimbursable deliverables.

HOW TO RESPOND TO THIS RFP

A complete response to this RFP is required for consideration. Along with a cover letter, all items to be submitted with the proposal are described in the Proposal Content Requirements section on page eight (8) of this RFP.

AGENCY CONTRACTORS

To be eligible, the bidder must be licensed by Delaware’s Department of Education’s Office of Child Care Licensing as a “Child Placing Agency” to provide foster care and/or adoption services and with a staffed office located in Delaware. The bidder must demonstrate knowledge of and/or experience with evidence-based, trauma-informed care principles and approaches. Bidder’s kinship navigation program **MUST** be rated as evidence-based by the Title IV-E Prevention Services Clearinghouse so that The State of Delaware is able to claim IV-E Kinship Navigator Program reimbursement from the federal government in the amount of 50% of the State funds expended for Administration, Training, and Program.

Full-time work hours for this statewide contractual service are expected to need to be flexible and may be required outside normal business hours due to the needs of the program participants and support needed. The Division reserves the right to provide feedback on qualifications and appropriateness of any staffing complement decisions or changes over time.

Successful bidders are responsible for payment of all federal, state, or local taxes; benefits; etc. that may apply.

Without imposing any additional fees, costs, or conditions, the successful bidder must accept full payments by electronic means.

LOCATION OF SERVICES

The required services are statewide and will be provided to all three (3) counties: New Castle, Kent, and Sussex.

The Division will NOT provide dedicated office space for this service.

Kinship Support Navigator Program staff have the ability to work remotely at any location, but are required periodically to attend in person or virtual, regular and ad hoc, meetings at the DSCYF Administration Building #2 located at 1825 Faulkland Road, Wilmington, DE 19805 and to maintain ongoing communication via in-person contact, virtual, e-mail, phone, etc.

CRIMINAL BACKGROUND CHECK

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.

SERVICE SUMMARY AND REQUIREMENTS

CONTRACTOR FUNCTION

- Assess overall needs of statewide kinship families at each home visit, considering child safety, placement stability, financial well-being, health and nutrition, social supports, overall well-being, etc.
- Implement and maintain a successful, statewide trauma-informed kinship navigator program in all three counties via an approved Title IV-E evidence-based Kinship Navigator Program,.
- Coordinate with the Division’s Foster Care Program Support Manager, Foster Care Program Support Administrator, Kinship Navigator Program Coordinator, Foster Home Coordinator Supervisor(s), Foster Home Coordinators, Kinship Care Coordinators, current and former kinship caregivers, current and former children and youth who are/were in kinship living arrangements, private foster care and adoption agencies, to help determine the kinship needs of children and caregivers in Delaware.

Other considerations:

- Ensure kinship services are aligned with Division values, vision, mission and goals.
- Ensure kinship services are aligned with the Family First Prevention Act of 2018 and 2020.
- Recognize cultural and social differences in different counties or service areas.
- Assess progress and outcomes of implemented programming.
- Develop tracking of demographics, statistics and outcomes of kinship programming.
- Gather information to inform and enrich other Division efforts, such as the statewide assessment for the Child and Family Services Review and development of any strategies to incorporate into any future Program Improvement Plan.

Assessing the readiness of expansion of Delaware's kinship services program includes, but is not limited to, the following:

- Research community's readiness in terms of service provision in the areas of child mental health, financial resources, support for caregivers, etc.
- Research Family Court's practices as needed in regard to formalized kinship care.

Successful bidder is responsible for implementing Division-approved recommendations for a Kinship Support Navigator Program model rated as evidence-based by the Title IV-E Prevention Services Clearinghouse. The successful bidder will monitor performance and outcomes.

PROGRAM OBJECTIVES**Program**

- Strengthen the Division's foster kinship programming for living arrangements for children not in DFS custody but active with DFS in DFS-approved living arrangements with a Safety Agreement.
- Promote family connections for children in foster care and for children not in DFS custody but active with DFS in DFS-approved living arrangements with a Safety Agreement.
- Achieve timely permanency for children in foster care through kinship programming.
- Promote well-being of children in kinship care and children not in DFS custody but active with DFS in DFS-approved living arrangements with a safety agreement.
- Implement a Title IV-E approved evidence-based, trauma informed kinship navigator model in conjunction with a program rated as evidence-based by the California Evidence-Based Clearinghouse for Child Welfare.

PERFORMANCE MEASURES

The successful bidder will collaborate with the Division to establish performance measures aligning with program objectives. Suggested measures include caregiver satisfaction and system data reports on placement stability, access to services and permanency achievement timeliness, and measurements at

benchmarks at 3, 6, and 12 months post-closure by the kinship navigator program for every child whose caregiver was served by the kinship navigator program to determine whether or not the child has re-entered foster care with a different FORMAL kinship caregiver, DFS foster care provider, or in a different living arrangement with a VOLUNTARY kinship caregiver.

SCOPE OF WORK

Implement and expand a Kinship Navigator Program as approved by the Division; advise Foster Care Program Manager and/or Foster Care Program Administrator and/or Kinship Navigator Program Coordinator of any obstacles, changes, solutions, innovations, etc. through regular communications in writing and verbally.

Unit Cost Payment Methodology Service: Complete kinship caregiver home assessments with the recommendation(s) toward kinship care licensure by DFS; the anticipated number is approximately 60 assessments annually but is subject to change.

Cost Reimbursable Payment Methodology Service: Provide kinship navigator case management services for approximately 100-110 Kinship Caregivers per year but is subject to change.

Adhering to evidence-based, trauma-informed care principles and approaches, listen to and communicate with kinship families to ascertain needs and how best to meet them.

Annual auditing of successful bidder by kinship navigator program agency whose model is replicated in Delaware AND annual certification by said agency's auditor that the successful bidder is maintaining fidelity to the evidence-based model approved by the Title IV-E Prevention Services Clearinghouse.

Promote overall support to kinship families to strengthen and bolster self-confidence and empower them to continue to provide this valuable service.

PROGRAM STAFFING REQUIREMENTS:

KNOWLEDGE OF

- Public and private child welfare systems.
- Foster care (kinship care desired).
- Programs and resources available to kinship families.
- Behavioral health treatment for children and adolescents.
- Evidence-based, trauma informed care principles and approaches.

ABILITY TO IMPLEMENT AND ADHERE TO EVIDENCE-BASED, TRAUMA INFORMED CARE PRINCIPLES TO ACHIEVE THE FOLLOWING:

- Independently work and problem solve.
- Communicate professionally and effectively orally and in writing.
- Engage kinship families.
- Believe in, work-from, and adhere to an evidence-based, trauma-informed, child-centered, family-focused perspective.
- Understand and demonstrate cultural competence.
- Demonstrate advocacy and resourcefulness.
- Demonstrate resilience.

EDUCATION AND EXPERIENCE

The following outlines the requirements for each identified position in the program:

- Kinship Director: Master's degree in Social Work or a related field from an accredited institution of higher education plus a minimum of five (5) years of directly related experience required, at least two (2) years of which must have been in a supervisory capacity. Basic computer and technology abilities and the ability to learn various systems.
- Kinship Program Coordinator: Master's degree in Social Work or related field from an accredited institution of higher education plus a minimum of one (1) year of related experience required. Knowledge of and experience with evidence-based, trauma-informed care principles and approaches, and the Division foster care program (kinship care desirable). Experience working with families involved with the Division preferred. Basic computer and technology abilities and the ability to learn various systems.
- Kinship Caseworker Navigator: Bachelor's degree in Social Work or related field from an accredited institution of higher education. Basic computer and technology abilities and the ability to learn various systems.
- Kinship Peer Navigator: High School Diploma or equivalent with lived experience as a kinship caregiver. Basic computer and technology abilities and the ability to learn various systems.
- Intake Coordinator: High School Diploma or equivalent. Basic computer and technology abilities and the ability to learn various systems.
- Support Group Assistant: High School Diploma or equivalent. Basic computer and technology abilities and the ability to learn various systems.
- Administrative Support: High School Diploma or equivalent. Basic computer and technology abilities and the ability to learn various systems.

PROPOSAL QUESTIONS

(A RESPONSE TO EVERY QUESTION IS REQUIRED TO COMPLETE THE PROPOSAL)

1. Agency's experience in delivering foster care and/or kinship support services

Please include the following in your answer, highlighting any challenges and solutions:

- Is your agency's kinship navigator program rated as evidence-based by the Title IV-E Prevention Services Clearinghouse and the California Evidence-Based Clearinghouse for Child Welfare? If so, what is the name of the kinship navigator program model?
- What is your agency's experience working with families who have had involvement with the Division?
- What is your agency's knowledge and/or experience with evidence-based, trauma-informed care principles and approaches? Please include all training. Indirect services, and direct services.
- What is your agency's knowledge of and/or experience with the foster care process?
- What is your agency's knowledge of and/or experience with kinship services?

- How does your agency train and expect its staff to handle difficult individuals who become upset and angry? Please provide a strategy you use that has proven to be effective.
- Can you highlight any additional experience your agency has with federal or other State of Delaware Departments or Divisions? If you have experience coordinating or collaborating with any, please explain.
- Please explain what makes your agency a strong, qualified bidder to be awarded this contract.

2. Agency's demonstration of cultural competence.

Please include the following in your answer, highlighting any challenges and solutions:

- Demonstrate how your agency and staff show cultural competency
- Outline what training your agency staff have had regarding cultural competency

3. Proposed Program Staffing

The successful bidder should be prepared to begin as soon as possible after contract execution. Bidders should include in their proposal the names and education, training and experience of all proposed staffing for program delivery.

SPECIAL NOTE

Preference will be given to agencies with an existing Title IV-E evidence-based Kinship Navigator Program model also rated as evidence-based by the California Evidence-Based Clearinghouse for Child Welfare, knowledge of and/or experience with evidence-based, trauma-informed care principles and approaches, experience working with families involved with the Department of Services for Children, Youth and Their Families' Division of Family Services and to agencies with a staffed office located in Delaware.

The Division's experience(s) with bidders and/or reputation of the bidders within DFS and/or other State agencies will be considered by the panel, as will feedback from references.

PROFESSIONAL REFERENCES

Provide the names and contact information for three (3) sources who may be contacted by DSCYF for a reference attesting to your agency's ability to perform the work if awarded the contract.

PROPOSAL CONTENT REQUIREMENTS TO BE SUBMITTED WITH BID IN RESPONSE TO RFP

1. Cover Letter
2. Resume or Curriculum Vitae for existing staff or hiring requirements for the proposed staffing education/training/experience to be hired
3. Response to all questions in the previous section labeled Proposal Questions
4. Three (3) Professional References for your agency
5. Bidder Fact Sheet (available online where this RFP is posted in MS Word format for each editing where this RFP is posted)
6. DSCYF **12-month** Budget and Salary Detail (available online in MS Excel format where this RFP is posted for easy editing). There is no template for the budget narrative however an itemized description incorporated into the proposal narrative is preferred. The bidder is required to demonstrate all assumptions and calculations for each budget line item except the salaries which

are detailed in the Salary Detail Form on the second tab of the DSCYF Budget Excel workbook available online where this RFP is posted.

7. Signed Assurances and signed Certification, Representation, and Acknowledgments document available online where this RFP is posted

Proposal Evaluation Criteria

All proposals will be evaluated by a panel of subject matter experts as determined by DSCYF using the following criteria:

1. **Compliance with requirements as stated in the RFP (maximum 25 points)**
 - 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 RFP?
 - c. Does the bidder show an understanding of the target population, the reasoning for the RFP?
2. **Service Delivery/Program Methods (maximum of 25 points)**
 - 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 RFP objectives as stated?
 - d. Are the time frames given for accomplishment realistic?
3. **Service Delivery/Program Monitoring and Evaluation (maximum of 10 points)**
 - a. Does the proposal contain adequate procedures for assessing the effectiveness of the project?
 - b. Does the proposal adequately describe the agency's procedures for monitoring service? Is it clear how the agency will document receipt of the services by the target population?
 - c. Would the proposed outcome data demonstrate the quality and effectiveness of the service?
 - d. Does the agency require any form of regular internal or peer review of cases (when applicable)?
4. **Experience/Demonstrated Ability and Reputation (maximum of 15 points)**
 - a. History and experience of DSCYF and/or other government agencies (e.g., accessibility, responsiveness, and effectiveness) with the bidder organization.
5. **Proposed Costs (maximum of 25 points)**
 - a. Is the proposed unit cost reasonable and competitive compared to the open-market and other proposals?
 - b. Is the proposed 12-month DSCYF Budget (and supporting Budget Narrative) reasonable and competitive compared to the open-market and other proposals?
 - c. Are the proposed unit cost and 12-month budget realistic for accomplishing the program objectives?
 - d. Did the bidder include the required 12-month DSCYF Budget Form, Salary Detail and supporting Budget Narrative?
 - e. Are the assumptions and calculations clearly explained in the Budget Narrative?
 - f. Has the bidder secured matching funds or in-kind services to support the project?

Note: References may be considered by the panel in the overall scoring.

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 25-07**
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.