



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 26-02

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

SERVICE COMPONENTS IN THIS RFP

OUT OF SCHOOL TIME PROGRAMMING FOR YOUTH

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Friday, May 29, 2026, by 2:00 pm Eastern Time**

The RFP schedule is as follows:

QUESTIONS:

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.

BIDDERS CONFERENCE:

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

PROPOSAL DUE DATE AND TIME:

Proposals must be received by email by **05/29/2026** by **2:00 PM** Eastern Time

PROPOSAL DELIVERY:

All proposals must be submitted by email as described below. Please submit the **minimum number** of email attachments as possible to stay within state attachments(s) size limitations. A single proposal attachment is preferred, but not mandatory.

Bidders must submit proposals to [DSCYF Bids Submission@delaware.gov](mailto:DSCYF_Bids_Submission@delaware.gov) **Do not** submit a link to a “dropbox” or any type of cloud storage as it will not be accepted. NOTE: the State of Delaware is not responsible for undelivered or delayed emails for any reason. **Submitted email must have a date and time stamp when received by the State of Delaware in compliance with the stated due date and 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 and time stamp after 2:00 pm Eastern 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 of Delaware to competing entities during the negotiation process.

AWARDS AND NOTIFICATION:

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.

Award decisions are expected to be made and announced as soon as possible. Initial notification to all bidders will be sent by email.

Background

The State of Delaware Department of Services for Children Youth & Their Families' Division of Prevention and Behavioral Health Services (DPBHS) provides a range of statewide voluntary behavioral health (including mental health and substance use) treatment and prevention and early intervention services for children and families. Prevention and early intervention programs nurture children, families and communities, increase child safety, support social and academic success, and promote early identification of children's social, emotional and behavioral health needs. In addition to prevention and early intervention services DPBHS also provides a continuum of behavioral health treatment interventions for eligible children and youth through age 17.

Our vision: all children and families to be strong, resilient, and live in supportive communities

Our mission: to develop and support a family-driven, youth guided, trauma informed prevention and behavioral health system of care

Per Section 180 of the FY21 Budget Bill (SB240), DPBHS is the recipient of \$1,725,000 for the purpose of providing afterschool and summer programming with a focus on youth violence and suicide prevention. An important element of this prevention effort includes afterschool and summer programming. This initiative is an outgrowth of the initial recommendations by the Center for Disease Control and Prevention (CDC) on the 2012 Adolescent Suicides in Kent County which pointed to a lack of after-school activities for youth in Kent and Sussex Counties.

The CDC defines Out of School Time (OST) as a supervised program that young people regularly attend when school is not in session. This can include before- and after- school programs on a school campus or at facilities such as academic programs, specialty programs, and multipurpose programs that provide an array of activities. https://www.cdc.gov/healthy-schools/out-of-school-time/?CDC_AAref_Val=https://www.cdc.gov/healthyschools/ost.htm

Research has established that youth face increased risks during out-of-school hours, particularly between 3pm-7pm. This timeframe is associated with higher rates of youth crime, youth becoming victims of crime, and other high risk behaviors including use of alcohol and other drugs and high-risk sexual activity. Quality OST programs promote adoption by youth of positive and healthy choices by increasing youths' ability to think critically and through safe, stable and nurturing relationships with caring adults.

The 2023 Delaware Youth Behavior Risk Survey (YRBS) found 7.2% of 11th graders reported misuse of prescription drugs. 17.5% of high school seniors reported trying cigarettes and 44.6% reported trying a vaping product. 23% of high school seniors report using alcohol in their lifetime with 22.9% reporting alcohol use in the past 30 days. 18.4% of high school seniors reported using marijuana over 100 times in their lifetime. <https://cdhs.udel.edu/seow/school-surveys/youth-risk-behavior-survey-yrbs/>

According to the CDC, studies conducted with adolescents show an association between substance use and sexual risk behaviors (i.e. having sex, having multiple sex partners, not using a condom, and pregnancy before age 15 years). Researchers have found that as substance use frequency increases, the likelihood of sex and the number of sexual partners also increase. These behaviors

are highest among students who use marijuana, cocaine, prescription drugs (i.e. opioids, stimulants), and other illicit drugs. The CDC reports 32% of high school students reported having ever had sexual intercourse. Of those, 48% did *not* use a condom the last time they had sex. 9% reported being physically forced to have sexual intercourse against their will. <https://www.cdc.gov/youth-behavior/risk-behaviors/sexual-risk-behaviors.html>

According to the Afterschool Alliance, the incidence of violent crimes committed by youth peaks in the hours immediately following the end of the school day (2pm-6pm) <https://www.afterschoolalliance.org>. The CDC reports homicide is the third leading cause of death for young people ages 10-24 and is the leading cause of death for non-Hispanic Black or African American youth. <https://www.cdc.gov/youth-violence/about/index.html>

In addition, after school time has been identified as a major risk period for youth self-harming behaviors. About 25% of 11th graders reported feeling sad or hopeless every day for at least 2 weeks. About 26% of female high school seniors and 13% of male high school seniors said they seriously considered suicide in the past 12 months. Approximately 12% of high school seniors reported having a suicide plan with 4.3% reporting 2-3 attempts in the past 12 months. Over 16% of high school seniors reported being bullied electronically and 20% reported being bullied at school. Nearly 25% of youth reported seeing someone physically attacked, stabbed or shot in their neighborhood. 4.6% of high school seniors had been threatened with a knife or gun and 5.8% reported missing school at least once due to feeling unsafe at school or on the way to school. <https://cdhs.udel.edu/seow/school-surveys/youth-risk-behavior-survey-yrbs/>

Quality OST programs can serve as powerful youth violence, substance misuse, teen pregnancy, anti-bullying, and dropout prevention strategies. Routine participation in OST programs is associated with increased academic achievement, school attendance, self-esteem, and social skills as well as improved work habits and student behavior. OST programs may encompass a wide range of focus areas including academic enrichment and support, mentoring, arts, sports and recreation, civic engagement and service learning, workforce development, and college preparation and career exploration.

The goals of OST programs are to:

- Provide safety and supervision
- Improve competency in areas such as self-regulation, social awareness, interpersonal skills such as conflict resolution, self-awareness and responsible decision-making
- Increase youth resilience and build protective factors
- Support academic achievement
- Reduce substance misuse
- Promote physical activity and nutrition

This RFP Request

DPBHS is seeking proposals statewide for after-school and summer programming, referred to as Out of School Time (OST). DPBHS encourages community centers, faith-based organizations, civic organizations, libraries, schools and/or school districts and other community-based organizations to respond to this proposal.

Resulting Contract Term

The resulting contractual relationship from this RFP is expected to be five (5) years. However, contracts will be written one year at a time with renewals dependent upon available funds and satisfactory performance. In addition, while these awards will be made by DSCYF, the actual contracts will be executed, managed and monitored by the Delaware Criminal Justice Council which will then report to DSCYF.

Compensation

Contracts resulting from this RFP are considered “cost reimbursable” such that successful bidders will invoice for actual expenses to provide the contracted services for the previous month against an agreed upon budget included in the contract. Therefore, each bidder is **required** to include with its proposal a completed **12-month DSCYF Budget Form and Salary Detail** (available in Excel where this RFP is posted) and include a budget narrative which describes all assumptions and calculations made to arrive at each line-item budgeted amount.

Successful bidders are responsible for payment of any and all federal, state or local taxes that may apply. The successful bidders must accept full payment by electronic direct deposit to a bank account.

Successful bidders are required to provide their own computer or laptop, cellphone, vehicle, and other “tools” to complete all service requirements. Laptop must be encrypted to the State of Delaware standard if state data is stored on the device.

A Delaware Business License is required of each successful bidder at the time of contract execution, but not at time of proposal. Successful bidders must obtain and maintain a Delaware business license for the term of the contract unless they are able to document IRS non-profit status. The successful bidders are **NOT** a State of Delaware employee, but rather an independent contracted provider.

Required Programming

Traditional OST

DPBHS is strongly committed to the use of evidence-informed best practices. To support use of these practices across OST programs, DPBHS has created a standardized list of evidence based and best practice programs (referred to as **Core Standards** throughout the remainder of this document) which must be implemented in “traditional” OST programs. Bidders providing traditional OST programming are required to implement the following Core Standards at their Centers/Locations throughout the contract period of these awards:

- Sandy Hook Promise
- Mindwise – Signs of Suicide (SOS)
- Trauma-Informed Community Engagement

“Traditional” Out of School Time programs are those which occur at a set location at a regularly scheduled time and require youth to be registered for generally consistent participation in the program. Individualization among centers/locations is encouraged and can be achieved through the delivery of a variety of additional activities that blend academic, cultural, artistic, agricultural, recreational and other interests of their participants. Proposed programs in which the Core Standards listed above are not age-appropriate, must include a plan for alternative age-appropriate suicide and violence prevention strategies with its target population (as appropriate).

DPBHS (directly or through partners) will provide materials and training of program staff on the Core Standards. These will be provided at no cost to the successful bidders. Training courses are reasonable in duration, and the Core Standards are designed to be easy to implement. Staff will be expected to deliver these programs in their centers/locations once they have received the proper training. The successful bidders determine when they will offer these programs to participants based on availability of space and trained staff and should detail the implementation plan in their proposal. Centers/Locations are responsible for tracking the age, school grade, gender and race of participants, in addition to collecting pre- and post- survey scores when indicated and providing this data to DSCYF.

Non-Traditional OST

Non-traditional out-of-school services are those that are not offered to a consistent group of youth on a routine basis. These may be more supportive services or those offered for a brief time or to a fluid or changing group of youth. For example, if a bidder proposed to offer a mindfulness and yoga class to high school sports teams across the state that would be considered a supportive or non-traditional out of school time service and a service such as this would not be expected to deliver an EBP as required in Traditional OST programs. This service would, however, be required to demonstrate the service’s support of improving overall physical and mental wellbeing and teach youth how to manage and regulate their emotions and behavior.

CORE STANDARDS

Violence Prevention and Inclusion

Sandy Hook Promise: Start with Hello teaches children and teens how to be more socially inclusive and connected with each other. **Start with Hello** encourages youth to take extra steps to reach out to their peers who may feel left out. As part of **Start with Hello**, each program will organize events and activities that promote social inclusion and build a feeling of community among youth.

Requirement: Successful bidders must organize 2 inclusion events or activities per contract year at each location (year-round programs serving middle and high school aged students).

Additional information on **Start with Hello** can be found at <https://www.sandyhookpromise.org/prevention-programs2>

Suicide Prevention

Mindwise: Signs of Suicide (SOS)

Universal, evidence-based educational program that teaches youth to recognize the symptoms of depression and suicide. Designed for middle and high school students. Can be conducted in a single session.

Requirement: All successful bidders must participate in SOS training.

SOS will be offered a minimum of twice per contract year at each location (year-round programs serving middle and high school aged students).

Additional information on **Signs of Suicide (SOS)** can be found at <https://sossignsofsuicide.org/>

Trauma Informed Care

In 2018, Delaware Governor, John C. Carney, signed Executive Order #24, making Delaware a Trauma-informed state. This Order provided direction for the Family Services Cabinet Council to help mitigate the impact of adverse childhood experiences (ACEs) and build resilience in children, adults, and communities. ACEs are traumatic events occurring before age 18. ACEs include all types of abuse and neglect as well as parental mental illness, substance use, divorce, incarceration, and domestic violence.

According to the Data Resource Center for Child & Adolescent Health, 21.6% of children have experienced at least one adverse childhood experience and 17.3% have experienced two or more (<https://www.childhealthdata.org/browse/survey/results?q=12228&r=9>) . Parental separation or divorce (31.8%) and substance abuse (20.4%) were the most prevalent adverse childhood experiences whereas criminal behavior in the household (7.6%) and physical neglect (4.6%) were the least prevalent (<https://djph.org/wp-content/uploads/2021/07/djph-25-020.pdf>) . Additional Delaware specific information can be found from Kids Count at <https://datacenter.aecf.org/data/tables/11384-prevalence-of-adverse-childhood-experiences#detailed/2/any/false/2490,2105,2043,1769,1696,1648,1603/6398,6388,8085/2203>
1

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.

Requirement: Successful bidders must participate in trauma trainings offered by DSCYF.

In addition, successful bidders must offer annual workshops for youth on the following content areas:

- Mental health and stigma reduction
- Substance use prevention and education (age appropriate) including alcohol, marijuana and tobacco (vaping)
- Bullying prevention
- Social media
- Sexual exploitation/human trafficking prevention

These workshops may be offered in partnership with other agencies that specialize in these areas or successful bidders may conduct these workshops themselves. A curriculum outlining the content for each workshop will be provided to DPBHS. Should youth request additional information, the successful bidder will be equipped with resource materials to provide youth.

NOTE: Proposals introducing a service or program that is non “traditional” must describe how the program addresses youth safety (i.e. suicide and violence prevention), trauma and overall wellbeing.

RECOMMENDED COMPONENTS

Substance Misuse Prevention

Bidders are strongly encouraged to incorporate evidence-based or promising substance misuse prevention curriculum into their programming. Some programs to consider include: Botvin Life Skills Training (LST), Too Good for Drugs, Toward No Drug Abuse (TND), Prime for Life and SPORT Prevention and Wellness.

Youth Voice

Bidders are strongly encouraged to incorporate additional resources and presentations into their programming based on the interest of their participants and families. DPBHS suggests successful bidders survey youth at their centers and in their communities to determine what they want, need or feel would assist them in their further development (professional, academic, emotional, etc.).

Family Engagement Opportunities

Bidders are strongly encouraged to include a family engagement strategy as caregiver input and involvement are critical to youth's success. DPBHS encourages successful bidders to survey caregivers to determine caregiver and family needs/desires/ requests and develop resources and educational opportunities for them. Community partners and DPBHS may be able to assist in connecting caregivers with additional resources and programs.

Nutrition and Wellness

Bidders are strongly encouraged to offer healthy nutritional options to youth, promoting both physical and emotional wellness. Successful bidders are encouraged to consider adding calming corners, sensory rooms or other safe spaces for youth who may need to remove themselves for periods of time. Additionally, successful bidders should foster environments that support youth to:

- Understand and manage emotions
- Set and achieve positive goals
- Feel and show empathy for others
- Establish and maintain positive relationships
- Make responsible decisions

Partnerships Strengthen Programs

Bidders are encouraged to partner with individuals or entities to help meet the needs of youth who will be served. The expectation is not that successful bidders are experts in all areas but that the needs and interests of the youth are identified and that the successful bidders utilize connections and other community assets to adequately address the requests of the youth and families they serve. DPBHS encourages successful bidders to serve youth who may have fewer opportunities (e.g. youth with intellectual or developmental disabilities, youth with significant behavioral challenges). DPBHS is supportive of creative and innovative ways to align programs, services and resources whenever possible and will consider funding opportunities for specialized activities of interest if the youth are interested in them.

Volunteer Opportunities

Bidders are strongly encouraged to incorporate Volunteering provides an opportunity for youth to make a meaningful contribution to better a community. It can provide a sense of purpose, responsibility and ownership for the community in which they live. Volunteering may also give youth an opportunity to build a skill, make social connections, and enhance self-esteem as well as help youth with resume building. Successful bidders are encouraged to host opportunities for young people to volunteer in their communities and to describe how volunteer opportunities will be built into the program.

Youth Engagement Initiatives

Bidders are encouraged to incorporate youth engagement through the implementation of **at least one** of the following two activities during each year. Bidders are encouraged to select and implement one activity that best aligns with their service model and community needs.

1. Service Project

Youth service projects enhance community engagement in the communities where young people live. Research indicates that participation in service initiatives promotes the constructive use of time, thereby reducing risk factors associated with unstructured and unsupervised activities. Through active engagement, youth develop positive peer-to-peer relationships and strengthen their sense of belonging and connection to their communities.

2. Exposure to New Experiences

Providing youth with structured exposure to new experiences fosters curiosity and interest in learning. Such opportunities strengthen protective factors, including social connectedness, self-efficacy, and coping skills. In addition, these experiences build competence in navigating resources both within and beyond the community. By expanding adaptive options and strengthening resilience, these activities can help reduce risks associated with substance use, delinquency, and mental health challenges. (e.g. field trip, college tour to a local college or university, trying a new sport, attending a play, etc.).

ADDITIONAL APPROACHES AND CONCEPTS TO CONSIDER:

Out of School Saturdays

DPBHS is interested in proposals that include **Out of School Saturdays** (or something similar) where programming is offered during specified hours on weekends to provide space and opportunity for youth to experience positive social interaction. Weekend programming also provides the opportunity for caregivers to get some respite time to engage in self-care or other activities they have trouble doing during the busy weekdays. Funding for this type of specialized programming is flexible and may be separated out in the budget narrative to account for different transportation, staffing and facility costs. Proposals should indicate the frequency with which weekend programming will be provided (every weekend is not a requirement).

Extended Hours

DPBHS is interested in programs that will remain open later into the evening hours to provide a safe place for youth to engage in structured, recreational, prosocial and supportive activities, providing an alternative to spending time on the streets where they may be more likely to engage in and/or be exposed to dangerous and violent behaviors or activities.

Drop In Centers

A drop-in center is a central place for self-help, advocacy, education and socialization. Often centers are co-designed with young people to be fun, comfortable and safe. Drop-in centers typically provide a home-like environment that is available to young people during critical hours (typically 2pm -7pm or later). Some centers target a specific group of youth such as unhoused or “runaway” youth, youth with behavioral health challenges, transition age youth or middle and high school youth. Social services and social supports are often available as well as opportunities to sharpen social skills, get homework help, write resumes, gain or strengthen life skills and other programs or services the youth have identified to be needed (i.e. laundry services, showers, warm meals, counseling, therapeutic groups, educational or employment assistance, case management services, peer services).

Youth with Intellectual and Developmental Disabilities (ID/DD)

According to the National Child Traumatic Stress Network, youth with ID/DD are often exposed to trauma at a higher rate than their peers and are at elevated risk for abuse (e.g., physical, sexual, etc.) and neglect. According to Office of Juvenile Justice and Delinquency Prevention (OJJDP), youth with ID/DD may commit more serious criminal offenses and enter the juvenile justice system at a younger age than their non-disabled peers (https://ojjdp.ojp.gov/model-programs-guide/literature-reviews/youths_with_intellectual_and_developmental_disabilities_in_the_juvenile_justice_system.pdf). Studies have shown that 30-64% of children and adolescents with ID/DD develop comorbid mental health disorders, a rate of 2.8-4.5 times that of their peers in the general population, including higher rates of depression, anxiety and psychosis (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3464013>).

People with ID/DD have been reported to experience more abuse, neglect, social disadvantage, challenging family circumstances, stigma, peer neglect and peer exclusion than people without such disabilities. The association between disability status and risk behaviors is also documented among high school students. Those who report having a disability also report higher rates of substance use, sexual activity, and poorer mental health outcomes (<https://pmc.ncbi.nlm.nih.gov/articles/PMC12795399/#:~:text=Of%20the%20participants%2C%2034.2%20%25%20reported,compared%20to%20those%20without%20disabilities>). DPBHS may have resources available to train or support successful bidders willing to accept youth with challenging behaviors or intellectual and developmental disabilities.

ADMINISTRATIVE REQUIREMENTS

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.

Breach Notification

Any breach of Personally Identifiable Information (PII) as defined by the HIPAA law collected by the successful bidders as part of the resulting contract must be reported as required by HIPAA and when applicable 6 Del. C. § 12B-102.

PROGRAM EVALUATION

Data collection and outcome measurement are essential to demonstrate program effectiveness. Proposals must demonstrate how the program goals, objectives, data, data sources, data storage, and data analysis are connected. The successful bidder must have staff designated to collect, store and report agency data and outcomes or describe an alternative methodology. DPBHS is exploring the utilization of a standardized evaluation process to be used by all OST funding recipients.

RFP GOALS

The goals of this RFP are to:

- Provide state-wide safe, well-rounded and trauma informed Out of School Time (OST) programs that promote individual growth and development while emphasizing the importance of family and caregiver involvement.
- Offer a balance of evidence-based prevention programming coupled with enrichment activities (i.e. recreational, artistic, scholastic, cultural and developmental) to match the interests and desires of the program's young participants.
- Demonstrate collaboration with schools and other community-based organizations to align out-of-school with in-school programs.
- Foster resiliency among youth and their families by providing opportunities to gain skills and knowledge and develop effective and practical strategies to overcome challenges.
- Provide professional development opportunities for staff and volunteers

PROPOSAL REQUIREMENTS

Each bidder must address each of the following requirements as part of its submitted proposal.

- A. Statement of the problem with data to support - Bidders must provide a brief overview of the concept of their proposed programming and the basis for this programming. Statements must include specific data pertaining to the proposed program. Please provide any data and statistical information to support the target problem. (Maximum 10 points.)
- B. Program Description - Summarize what the program intends to accomplish and how it will be accomplished. Proposals must include the following (Maximum 40 points):
 - a. Provide overview of the proposed OST program including:
 - a. program location(s) and hours
 - b. program capacity
 - c. target population and recruitment plan to gain participants
 - d. program goals and implementation plan
 - e. program impact and measurable outcomes
 - b. Describe how the Core Standards (Sandy Hook Promise programs, Mindwise-Suicide Prevention, Trauma-Informed Community Engagement) if proposing “traditional OST” and which “Recommended Components” will be incorporated into the program.
 - c. Demonstrate the bidder’s intent and capability to collaborate with community partners, schools, families, and other key stakeholders to address unmet needs and provide connections to natural supports within a youth’s community network.
 - d. Describe the efforts to implement and maintain a culturally diverse staff and culturally responsive environment.
 - e. List proposed exclusion criteria for participation in the program (if any) and the criteria used to justify the exclusion.
- C. Bidder’s experience/reputation and demonstrated ability – Bidder must describe the history of the organization (date of inception, purpose, major growth or development), current or past contract or partnerships with DSCYF and other State or community agencies providing these or similar services. Include contact name and phone number and type of contracted service(s) provided. (Maximum 20 points)
- D. Evaluation - Describe how the proposed program evaluation strategy assesses all program requirements impacting the project. (Maximum 15 points)
 - a. Describe the bidder’s current internal service monitoring process.
 - b. Describe desired outcomes to be achieved.
 - c. Define procedure for assessing the effectiveness of the project including how the goals, objectives, data, data sources, data storage and data analysis connect to support its effectiveness.
 - d. Discuss the bidder’s willingness to participate in a standardized evaluation process and identify the potential benefits and/or challenges this may present.

E. Budget - Provide detailed budget breakdown associated with this program by completing the **12-month DSCYF Budget Form** including the **Salary Detail** tab if individual salaries are included in your proposed cost. Bidders must include with the Budget Form a budget narrative describing all assumptions and calculations made for each expense item on the budget. **Allowable Expenses note:** Since this initiative is geared towards after-school activities, healthy food and transportation expenses are important considerations and are allowable expenses. The DSCYF Budget Form is available in Excel format online where this RFP is posted. (Maximum 15 points)

Proposal Evaluation Criterion Summary	% Scale
Statement of the problem with data to support	10%
Program description	40%
Bidder's experience and reputation with DSCYF and other agencies	20%
Internal program evaluation and quality improvement	15%
Budget (e.g. competitiveness, reasonableness)	15%
Total	100%

F. Each bidder must submit the documents below with each proposal:

1. Cover Letter
2. Bidder Fact Sheet (provided online where this RFP is posted)
3. Assurance form and Certification, Representation, and Acknowledgements form (provided online where this RFP is posted)
4. DSCYF Budget Form and Salary Detail (provided online where this RFP is posted)

APPENDIX A – Additional Bidder Information

Failure to follow Departmental procedures may disqualify a bidder's organization.

1. FORMAT

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

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

2. QUESTIONS

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

3. ASSISTANCE TO BIDDERS WITH A DISABILITY

Vendors with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact no later than ten days prior to the deadline for receipt of proposals.

4. CONSULTANTS AND LEGAL COUNSEL

The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the bidders' responses. Bidders shall not contact the State's consultant or legal counsel on any matter related to the RFP.

5. ETHICS LAW RESTRICTIONS

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

6. CONTACT WITH STATE EMPLOYEES

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Bidders directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. ORGANIZATIONS INELIGIBLE TO BID

Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Delaware for any reason is ineligible to respond to the RFP.

8. EXCLUSIONS

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a bidder who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

9. PROPOSALS BECOME STATE PROPERTY

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

10. RFP AND FINAL CONTRACT

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

11. PROPOSAL AND FINAL CONTRACT

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

12. MODIFICATIONS TO PROPOSALS

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original proposal and conspicuously labeled as a change, amendment, or modification to a

previously submitted proposal. Changes, amendments, or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

13. NON-CONFORMING PROPOSALS

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive, or a mere formality shall reside solely within the State of Delaware.

14. CONCISE PROPOSALS

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

15. DISCREPANCIES AND OMISSIONS

Bidder is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of bidder. Should bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, bidder shall notify the State of Delaware's designated contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of bidder's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

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

16. REALISTIC PROPOSALS

It is the expectation of the State of Delaware that bidders can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

17. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date.

18. PROPOSAL OPENING

The State of Delaware will accept proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. There will be no public opening of proposals, but a log will be kept of the names of all bidder organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [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 26-02**
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.