



DSCYF
Department of Services for
Children, Youth & Their Families

RFP# CYF 26-04

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

SERVICE COMPONENTS IN THIS RFP

FAMILY SEARCH AND ENGAGEMENT

INFORMATIONAL BIDDERS CONFERENCE: NONE

SUBMISSION DEADLINE: **Monday, August 10, 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 **08/10/2026 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.

Request for Proposals for Family Search & Engagement Services

SECTION I: OVERVIEW

Purpose

The Delaware Department of Services for Children, Youth and Their Families (DSCYF), Division of Family Services (hereafter referred to as the Division or DFS) is requesting proposals for the purpose of awarding contracts to Independent or Agency Contractors to provide Family Search & Engagement services for youth in DFS custody. DSCYF will accept proposals from public or private agencies.

Background

The Department's mission is to "Engage families and communities to promote the safety and well-being of children through prevention, intervention, treatment, and rehabilitative services." The vision is "safe and healthy children, resilient families, and strong communities". The Department follows the Core Values of Safety, Compassion, Respect, Respect, and Collaboration:

Safety

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

Compassion

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

Respect

1. Dignity and respect are shown to children and families in every interaction.
2. Make sure all people we serve can access what they need and are treated fairly.
3. Make families our partners in all decision making.
4. All children and families deserve prompt attention from skilled staff.
5. Serve our families where they are – in their homes, schools and communities.

6. Recognize that every contact with a family is an opportunity to make them stronger, healthier and more stable.

Collaboration

1. Plan for transitions and prepare children and families for each transition, including case transfers to new workers.
2. Minimize the number of placements and transitions.
3. Ensure communication between divisions for all multi-divisional youth.
4. Determine what would make a family more stable and connect with other divisions, agencies and providers to meet their needs.
5. Review each case with DFS after it has been open for three (3) months to determine the path forward.

The Division's mission statement is "Promote the safety and well-being of children and their families through prevention, protection, and permanency. The vision is "children are our future and our responsibility". The Division seeks to prevent separating families if children can safely remain in their own home. If a child is removed from their home due to safety threats, the Division strives to promote reunification when it can be safely achieved. If reunification is not possible the Division strives to achieve timely permanence for children through adoption or guardianship.

Availability of Funds

The Department will award contracts to one bidder or multiple bidders to ensure services are provided statewide. Bidders may propose either a unit cost as a "cost per child per month" OR propose a **12-month** "cost reimbursable" budget using the provided **DSCYF Budget Form, Salary Detail** Excel workbook (which are not to alter, adjust or modify) available online where this RFP is posted along with a budget narrative which describes all assumption and calculations used to develop each expense item on the budget form. With a "cost reimbursable" model successful bidder(s) invoice each month for reimbursement of the previous month's actual costs which are tracked against a predetermined annual budget. Budget documents are not required if proposing unit cost compensation. Final compensation methodology will be determined later in this process. The total available budget is \$65,000 per year.

Successful bidder(s) are responsible for payment of any and all federal, state or local taxes that may apply. The successful bidder(s) 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" as needed to complete all service requirements. Laptops 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 submission. Successful bidder(s) 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 bidder(s) are NOT a State of Delaware employee, but rather an independent contracted provider.

Contract Period

It is anticipated that the contractual agreement with the successful bidder will begin as soon as negotiated and upon final contract signature, but no later than October 1, 2026, and extend through September 30, 2029, with optional extensions pending satisfactory performance and continued needs for up to a five-year period.

Service Delivery Hours

The hours are generally daytime business hours Monday through Friday but may occasionally require service delivery outside normal business hours due to an individual family's schedule. Weekend work is possible.

Location of Services

Services are needed in all three counties: New Castle, Kent, and Sussex. While it isn't a requirement to propose serving all three counties, preference will be given to bids that offer state-wide services

Target Population

Youth statewide who are in DFS custody and are active in an open case with the Division of Family Services are the target population. The DFS case may be open in Investigation, Treatment, or Permanency. Referrals will be submitted by DFS Case Workers who are working with the youth.

SECTION II: REQUESTED PROGRAMS AND SERVICES

General Bidding Requirements

Successful bidders must comply with the most currently posted and as periodically updated DSCYF Operating Guidelines for Contracted Client Programs/Services located at the link below: <https://kids.delaware.gov/management-support-services/contracting-information/>

Bidders must include the following for the service included in their proposal:

- Service Area
- Discuss a clear plan of service delivery including timeframes
- Discuss search and engagement strategies to be implemented
- Plan for collaboration with the team
- Plan for assessing child safety
- Outline the service provided to the youth from start to discharge
- Caseload sizes
- Plan for monitoring the service
- Training Plan
- Credentials for each service provider and plan for supervision

- Expected measurable outcomes

Additional Requirements:

Successful bidders will have access to and be required to document information in the Department's database system known as For Our Children's Ultimate Success (FOCUS). This includes notes on activities completed throughout each month, monthly reports and, upon termination of service, a final report documenting any/all identified supports and next steps for DFS.

The successful bidder will be required to provide monthly, quarterly, semi-annual, and/or yearly reports. The frequency and information in the report will be negotiated with the successful bidder(s).

Staffing and Qualifications

Successful bidders must maintain sufficient staff capacity to support youth who are referred to the service. All staff are required to be employed with the skill set to carry out the necessary programming for this service. Bidders must outline staffing credentials and plan for supervision.

Current Service Need

All children deserve lifelong family connections. Children thrive when they have caring relationships with supportive adults who they can turn to in times of trouble, and with whom they can celebrate positive achievements and milestones. When it is determined that children must be removed from their home and placed into out-of-home placement, it is the Division's responsibility to ensure that they maintain relationships with their extended relatives and fictive kin. If those relationships don't exist or they have been disrupted, family search and engagement efforts should be initiated to help build or rebuild them. The objective is to assist youth in out-of-home placement connect with family members, fictive kin or other caring adults for relational permanency, permanent placement and/or successful transition to adulthood.

Service: Family Search

This service is seeking to provide intensive family search and engagement services with the ultimate goal of identifying, locating, and engaging relatives, kin, and support networks to support the permanent placement and lifelong connection needs of youth placed in out-of-home care.

This service will require individual in-person contact with the youth in DFS custody in the home or community whenever appropriate.

This service may be asked to testify or provide a report to the court about service delivery, recommendations, and progress.

Required Performance Measures

Final performance measures will be negotiated with the successful bidder(s).

Examples of Performance Measures:

- 100% of children referred must be contacted within thirty (30) days of the referral being received by the contractor
- 100% of children being served must have a monthly report provided by the contractor to the DFS worker
- 100% of children being served must have a final summary report with next steps/recommendations by the contractor for the DFS worker upon case closure

SECTION III: DOCUMENTATION AND CONTRACT MONITORING FOR ALL SERVICES

Required Records and Reporting

Successful bidder(s) must submit bi-annual statistical reports to include outcome measures on performance and practice to the DFS Treatment Program Administrator by July 15th and January 15th of each year. The reports must include how the successful bidder is meeting program requirements. Specific performances measures will be set by individual contract and service.

Mandatory Reporting

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

Compliance with Division Procedures

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

Monitoring

Successful bidder(s) will be responsible for internal review and monitoring of the program. In addition, the successful bidder(s) must cooperate with monitoring and evaluation procedures by the Division. Monitoring content will be shared with the successful bidder(s) prior to monitoring activities. The Division's Treatment Program Team will schedule and complete on-site monitoring and case file reviews at its discretion. A written report will follow each monitoring and case file review and be shared with the successful bidder.

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 is 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.

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 not more than \$5, 000 **for each violation**.

Professional References

Bidders without a prior contractual agreement with the Division for the proposed service in the past three (3) years must 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.

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/2490,2105,2043,1769,1696,1648,1603/6398,6388,8085/22031>

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.

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.

SECTION IV: PROPOSAL QUESTIONS

(A response to every question is required to complete this proposal)

Organizational Experience and Capacity

Bidders must include responses to the following in your submission, highlighting any challenges and solutions:

1. What is your agency's experience working with children birth to 18 who are in state custody and/or in out-of-home placement?
2. What is your agency's knowledge of and/or experience working with youth involved in the Delaware child welfare system?
3. Highlight any additional experience your agency has with the federal government, DSCYF or any other State of Delaware agency.
4. Highlight any experience your agency has in collaborating with the Division of Family Services, families, and other community providers?

5. Describe your experience working with communities and populations that are diverse in terms of race, ethnicity, religion, culture, sexual orientation, gender identity, and reflective of the target population.
6. Describe your experience working with children exposed to and experiencing trauma. What training has your agency had regarding trauma informed care and how do you consider trauma when engaging with families?
7. Describe your experience in engaging resistant individuals and how do you engage these individuals
8. What makes your agency a strong bidder to be awarded this contract?
9. List any challenges that you have experienced in the past and/or that are anticipated with fulfilling the proposed services and detail your plan to overcome those challenges.

Building a High-Quality and Consistent System

Bidders must include responses to the following inquiries in your submission, highlighting any challenges and solutions:

1. Explain what “family search” looks like for your agency and include a description of which family search model will be utilized and why.
2. Detail your plan to regularly collect and incorporate feedback from individuals (both DFS staff and family and youth) to inform services and ensure continuous quality improvement.
3. Outline how you plan to track, enter in FOCUS, and report data in a timely and accurate manner and in accordance with Division established practices.
4. Outline specific data that will be collected for the proposed service.
5. Indicate how the service delivery will be monitored and tracked.
6. Identify performance measures for the proposed service that you want to achieve.
7. How will you monitor fidelity to any evidenced-based practice models?
8. What partnerships will be in place to support monitoring and quality assurance?

Staff and Staff Training

Bidders must include responses to the following questions in your submission, highlighting any challenges and solutions:

1. Provide an organizational chart that reflects positions and qualifications for all staff members involved with the service. Please list education and experience criteria set for staff by level or role.
2. Detail plans for recruiting additional staff needed or describe how current staff meet all needs. Discuss a plan for retention. Discuss a plan to continue service if there is staff turnover.
3. Describe your approach to staff training that emphasizes cultural competence and ensures that staff are trained on related topic areas.
4. Outline your agency’s staff training with evidence-based, trauma-informed care principles and approaches.
5. Discuss your plan for hiring a diverse staff workforce.
6. What partnerships will be in place to support training?

Ability to Meet Minimum Requirements

Bidders must include responses to the following requirements in your submission, highlighting any challenges and solutions:

1. List which Delaware counties your service will serve
2. List agency capacity for the service
3. Identify the referral process
4. Outline how your proposed service will meet all minimum requirements listed in the program description and general requirements section of this RFP.
5. Outline a clear plan of service delivery. Include an outline of the service from start to discharge.
6. What is the expected service frequency and duration based on the service requirement?
7. Where will the service be delivered (family home, community setting, etc.)?
8. Discuss plans for team collaboration
9. Detail search and engagement strategies and how they will be implemented

Financial Management & Budget

Bidders must include responses to the following items in your proposal, highlighting any challenges and solutions:

1. A proposed unit cost per youth per month **OR**
2. If not proposing a unit cost bidders must submit a detailed 12-month line-item **DSCYF Budget Form** and **Salary Detail** for the proposed services which reflects a realistic estimate of the costs associated with implementing and sustaining the proposed services. The budget forms are available in Excel where this RFP is posted. Bidders must use the provided Excel workbook. DO NOT alter, adjust or modify them except to enter the requested information.
3. If proposing a cost reimbursable methodology bidders must include a detailed budget narrative that clearly explains and justifies all line items expenses in the proposed budget including all assumptions and calculations. The DSCYF Salary Detail form serves as the narrative for line 1.a. of the DSCYF Budget Form.
4. Bidders must clearly identify any “in-kind” donations, support or services offered with identified dollar value even if an estimate is provided.

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 cost per youth per month unit **OR** cost reimbursable budget reasonable and competitive compared to the open-market and other proposals?
- b. Are the proposed unit cost **OR** 12-month budget realistic for accomplishing the program objectives?
- c. If proposing a cost reimbursable methodology did the bidder include the required 12-month DSCYF Budget Form, Salary Detail and supporting Budget Narrative?
- d. If proposing a cost reimbursable methodology are the expense assumptions and calculations clearly explained in the Budget Narrative?
- e. Has the bidder secured matching funds or in-kind services to support the project? (not required) Bidders must identify all in-kind services or donations with an estimated dollar value to receive credit for it.

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

Proposal Content Requirements

- 1. Cover Letter
- 2. Written narrative addressing each item in the “Proposal Questions” section inclusive of the spirit of the rest of the RFP. Bidders should organize the proposal to make it as easy as

possible for the review panel members to find the information they need to score the proposal.

3. Three (3) Professional References for your agency if the bidder has not held a contract with DFS for the proposed service in the last 3 years.
4. Bidder Fact Sheet **available online** where this RFP is posted in MS Word format for easy editing.
5. Signed “Assurances” and signed “Certifications, Representation, and Acknowledgements” document **available online** where this RFP is posted.
6. Proposed unit cost of a cost per youth per month OR proposed cost reimbursable 12-month **DSCYF Budget and Salary Detail** along with a detailed budget narrative describing all assumptions and calculations made to determine each expense item cost. Forms **available online** in an Excel workbook where this RFP is posted. DO NOT alter, adjust or modify the provided Excel Budget Forms except to enter the requested information.

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

Bidders 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 successful bidder(s), 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 bidders 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, bidder 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 bidder'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-BIDDER PROPOSALS (JOINT VENTURES)

Multi-bidder 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 bidder 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-bidder 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 bidder.

a. Primary Bidder

The State of Delaware expects to negotiate and contract with only one "prime bidder". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from bidders 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 bidder.
- 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 bidder'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 bidder.

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 bidder(s) shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after the award of the contract. No successful bidder is to begin any service prior to approval of a State of Delaware Purchase Order by the Secretary of the Department of Finance (and completion of any other required such as criminal background checks). 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 successful bidder 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 successful 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 successful bidder(s) 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 successful bidder(s) 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 the successful bidder(s) pursuant to the resulting contract as well as all units used by the successful bidder(s), regardless of the identity of the registered owner, used by the successful bidder(s) 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 bidder 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 26-04**
State of Delaware
1825 Faulkland Road
Wilmington, Delaware 19805

Nothing contained herein shall restrict or limit the Bidder's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Bidder procures insurance coverage in amounts higher than the amounts required by this RFP, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provision.

42. NON-DISCRIMINATION

In performing the services subject to this RFP the successful bidder, as set forth in Title 19 Delaware Code Chapter 7 Section 711, agrees that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful bidder shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

43. COVENANT AGAINST CONTINGENT FEES

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees and/or bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul the contract without liability or at its discretion and/or to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

44. CONTRACT DOCUMENTS

The RFP, the purchase order, and the executed contract between the State and the successful bidder(s) shall constitute the contract between the state and the bidder(s). In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, contract amendments, RFP, purchase order and bidder proposal. No other documents unless incorporated by reference in the contract shall be considered. These documents contain the entire agreement between the state and the firm.

45. APPLICABLE LAW

The Laws of the State of Delaware shall apply, except where Federal law has precedence. The successful bidder consents to jurisdiction and venue in the State of Delaware.

46. SCOPE OF AGREEMENT

If the scope of any provision of the resulting contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

47. CONFIDENTIALITY OF BIDDER DOCUMENTS

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the state respects the bidder 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.