



**State of Delaware
Request for Proposals for Professional Services (RFP)**

Program: WIOA In-School Youth Services
Issued by: Delaware Workforce Development Board in partnership with Delaware Department of Labor, Division of Employment and Training
RFP Number: LAB 2223-ISY
Program Year: 2022
Performance Period: July 1, 2022-June 30, 2023

I. Overview

The Delaware Workforce Development Board (“DWDB”) in partnership with Delaware Department of Labor, Division of Employment and Training (“DOL”) (collectively “Delaware”) seeks professional services to provide high quality programming for in school youth with barriers to secondary school completion, employment and/or post-secondary enrollment. Programs should include career exploration and guidance, counseling, support for educational attainment, and opportunities for occupational skills training in in-demand industries and occupations. Programs should be designed to culminate with a good job along a career pathway and/or enrollment in postsecondary education. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

II. RFP Schedule and Important Dates

A. The following is the schedule of events and due dates pertinent to this RFP:

Public Notice:	January 31,2022
Pre-Bid Meeting (Mandatory):	February 14 th , 2022 9:00 am -12:00 pm
Deadline for Questions regarding this RFP	February 25 ,2022
Response to Questions Posted:	March 1, 2022
Deadline for Receipt of Proposal:	March 8, 2022 no later than 1:00 PM
Proposal Review (Written Review):	March 24, 2022
Oral Clarification and Presentations:	March 31, 2022

DWDB Meeting: (Funding Recommendation Vote)	April 4, 2022
Estimated Notification of Award:	May 11, 2022
Contract Start Date:	July 1, 2022

B. Mandatory Pre-bid Meeting

A mandatory pre-bid meeting has been scheduled for February 14, 2022 from 9:00 AM-12:00 PM. The meeting will take place virtually via Zoom and in person at Buena Vista. The Buena Vista Conference Center located at 661 South DuPont Highway New Castle, DE 19720. The link to the virtual meeting is: <https://delaware.gov.zoom.us/j/88082508402?pwd=dURQWGxob1pSd3F5RDZvQUICbVBkdz09>

This is a mandatory meeting and attendance is required. The pre-bid meeting is very important for applicants and those who desire a compliant submission. This meeting will explain the RFP, the RFP process, and address any questions or concerns. If a Provider does not attend this meeting, they shall be disqualified, and their proposal will not be considered further.

III. Scope of Services

For definitions of terms used throughout this RFP, refer to Appendix A, Definitions.

A. Funding

Both Workforce Innovation and Opportunity Act (“WIOA”) and State Blue Collar (“BC”) funds will be used to fund youth served through this program. The anticipated aggregate amount of WIOA funding available for all programs to be funded through this RFP is **\$1,675,493**. The funding level identified is an estimate, based on historical information. The estimate is subject to change without notice. This is the anticipated amount for one year.

The Provisions of the Terms and Conditions of this Grant # AP-33480-19-60-A-10 provides the authority to Delaware to offer subawards using the Terms and Conditions attached hereto as Appendix B. Delaware will be the Pass Through Entity (PTE) and will be responsible for monitoring the subrecipient.

B. Population

In School Youth is defined as an individual who is:

1. Attending any school, including an alternative school, when that education leads to a State of Delaware High School Diploma;
2. Not younger than age 14 or older than age 21 at the time of enrollment;
3. Meets the definition of a low-income individual* (see Attachment E, Definitions); and
4. Meets the definition of at least one (1) of the following barriers:
 - o Basic Skills Deficient;
 - o An English Language Learner;
 - o An offender;
 - o A homeless individual;
 - o A foster child;
 - o Pregnant or parenting;
 - o An individual with a disability; or

- An individual who requires additional assistance to complete an educational program or to secure or hold employment.

*Youth served with BC funds do not have to meet the definition of low-income individual, but shall meet all other eligibility requirements.

All youth served must be determined and documented as eligible prior to enrolling by the Provider in accordance with the Department of Labor, Division of Employment and Training’s (DET) policies.

C. Performance Measures

The performance measures for programs funded with this RFP and required under the Workforce Innovation and Opportunity Act (WIOA) are provided in the charts below*. All programs must have program designs that support the attainment of these measures. All programs will be evaluated against these measures. Both sets of measures provided below in this RFP are subject to change as DWDB negotiates measures with USDOL.

The following are the federal measures required under WIOA. Definitions of these measures can be found in [USDOL TEGL 10-16](#). Performance Measures are a percentage of the participants exited.

Employment or training activities or employment in the 2 nd quarter after exit	69 %
Employment or training activities or employment in the 4 th quarter after exit	61%
Median Earnings 2 nd Quarter After Exit	\$2,236
Credential Attainment and in Employment or Training	77%
Measurable Skill Gains	52.5%

In order to capture performance and success on a “Real Time” basis, the following State Performance Measures have been established. All measures except the Measurable Skills Gain are a percentage of the total participants who exit the program.

Measurable Skills Gain	70%
Credential Attainment	85%
Day 1 Outcome	75%
Employment Outcome Day 1 Hourly Wage (Average)	\$10.25
Day 30 Follow-Up	72%
Day 60 Follow-Up	70%
Day 90 Follow-Up	70%

Important note: see definitions of Day 1 Outcome, Day 1 – 90 Follow-up.

*Subrecipients may propose alternative expected rates and performance measures. This must be done in the proposal and must include related outcomes with justification for the alternative provided.

D. Program Design

The intent of this RFP is to fund programs that provide services focused on supportive strategies to enable in-school youth with barriers to complete high school and be work ready. Programs should offer youth a broad range of services that may begin at age 14. Listed below are mandated program elements. While programs are not required to **directly** provide all of the following program elements, programs are required to ensure youth have **access to every** program element in order to provide a comprehensive program. Proposals should clearly identify which mandated elements will be directly provided and which will be provided by partners, by purchasing (e.g. Occupational Skills Training), or by other linkages. Proposals should give an in-depth overview of the 14 Mandated Elements they will be covering with the youth. In addition, not all youth are required to receive all mandated program elements. Youth should receive all elements that are appropriate to achieving their education and employment goals as identified in their individual service strategy plans.

A. Program Requirements

Delaware is soliciting proposals for In School Youth (ISY) between the ages of 14 and 21. Delaware is seeking proposals that are innovative and reflect quality partnerships with businesses and community agencies that can provide a variety of services and opportunities for the targeted population. The Workforce Innovation and Opportunity Act (WIOA) establishes mandated design components and program elements that are listed within this solicitation.

Accordingly, Delaware is seeking proposals that reflect these components and elements. During the grant period, subgrantees will provide active service for as long as is deemed necessary for the individual, as well as 12 months of follow up service regardless of provision of funds.

Outreach, Recruitment and Retention: Outreach and recruitment includes, but is not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit ISY. Once enrolled, continued engagement and retention of participants is vital to individual and program success.

Intake, Eligibility Determination and Certification: Subrecipients will be responsible for reasonably determining WIOA eligibility of youth applicants recruited into the program, determining the youth's suitability for program services, and collecting, verifying and uploading all necessary eligibility source documents. WIOA requires all youth to meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA funded services.

Objective Assessment: Subrecipients must conduct an objective assessment of the academic level, skill levels, and service needs of each participant, which will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, mental health services, and development needs. The goal is to accurately evaluate each youth in order to develop an appropriate service strategy to meet their individual needs.

Individual Service Strategy (ISS): Subrecipients should use the results of the youth participant's objective assessment to develop the ISS with the youth participant. The ISS is an individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, support services, incentives, and stipends.

For all youth, the ISS will identify the timeframe in which each youth will be expected to complete all activities related to the goals. The ISS will clearly connect the services to be provided to the outcomes to be achieved between WIOA enrollment and exit. The form for the written ISS will be provided by Delaware. The ISS must be completed and uploaded in DJL within thirty days of certification and must be reviewed and reuploaded at the conclusion of active participation.

Case Management: Case Management is the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of performance goals. The process extends from recruitment through follow-up. Case Management motivates participants and coordinates services and information to prepare youth for post-secondary education opportunities, academic and occupational training or employment and training opportunities as appropriate. The bidder should describe in detail how they are embedding comprehensive, wraparound case management services within their proposed program design. Bidders should describe in detail plans to develop case managers through training and supervision.

B. Mandated Program Elements:

1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
2. Alternative secondary school services, or dropout recovery services, as appropriate.
3. Paid and unpaid work experience that have as a component academic and occupational education, which may include – (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre-apprenticeship programs; (iii) internships and job shadowing; and (iv) on-the-job training (“OJT”) opportunities.
4. Occupational skill training-All occupational skills training shall lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations.

If the program design is centered around a specific occupation or industry, the training must be in in-demand occupations which can be found in Appendix D. Requests to provide training leading to an occupation not found on the in-demand occupations list in Appendix D may be made. Proposals for occupational skills training in occupations not targeted here are permissible with comprehensive documentation supporting the need for training. The supportive documentation must accompany the proposal.

5. Education offered concurrently with – and in the same context as – workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
7. Supportive services.
8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
9. Follow-up services for not less than 12 months after the completion of participation, as appropriate.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling or referrals. Comprehensive guidance and counseling begins at the point of

enrollment and continues for the entire period that the youth is in the program. It is the central activity of case management and does not end until 12 months after the youth exits the program.

11. Financial literacy education.
12. Entrepreneurial skills training.
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. Post-secondary preparation and transition activities.

C. Essential Functions

In order to implement programs, the following are considered essential functions and are required of successful Providers:

1. All Providers are responsible for recruitment, determining and documenting eligibility, and data entry of participant information and activities into Delaware JobLink (DJL) and in accordance with DET policies and procedures.
2. All Providers are required to provide an objective assessment of the academic and skill levels, service needs, and developmental needs of the participant in order to identify appropriate services and career pathways.
3. All Providers will assess reading and math skills. Basic language and numeric skills training will be provided concurrently with skills training as appropriate. Assessments provided by the local education agency (e.g. Smarter Balance, PSAT, and SAT) may be used to assess reading and math skills. Providers may also assess by using an assessment approved by the National Reporting System found here <https://www.federalregister.gov/documents/2016/12/13/2016-29899/tests-determined-to-be-suitable-for-use-in-the-national-reporting-system-for-adult-education> under the “Approved Test, Forms, and Approval Periods”.
4. All Providers will ensure that analyzing and solving problems, soft skills, competency in foundation mathematics, reading skills and good attendance is taught and reinforced continually as important and interrelated parts of the program.
5. All Providers are required to develop Individualized Service Strategies (“ISS”) for each participant. The ISS will include an ultimate employment goal, along with incremental work readiness, academic steps and credentials needed to achieve the goal. The ISS should be linked to one (1) or more of the performance measures and identify career pathways including education and employment goals (along with nontraditional employment if appropriate). The ISS should list all appropriate services for the participant based on the assessment(s) conducted. The ISS will be reviewed and updated regularly.
6. All Providers will ensure youth program personnel are available beyond nontraditional hours of operation to provide needed support and services when applicable.
7. All Providers will offer training appropriate to the intended job placement opportunity and demonstrate that the curriculum being offered through proposed training meets the current and projected needs of the local employers.
8. All Providers will offer programming that will allow trainees to earn a Diploma, GED, and/or other Industry Recognized Credential.

9. All Providers will provide effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets in order to:
 - a. Explore careers and industries;
 - b. Provide work based learning where participants have the opportunity to engage and learn from employers. This can include job shadowing, paid/unpaid work experience/internship, and clinical;
 - c. Demonstrate linkages between academic instruction and occupational training; and
 - d. Prepare students for unsubsidized employment opportunities.
10. All Providers will utilize Delaware Job Link to maximize participants' job search and placement. At a minimum, this will include a current updated resume built in Delaware Job Link.
11. All Providers will provide supportive services to ensure retention and success. Providers that request supportive services will document linkages with other human service Providers.
12. All Providers will provide retention services, as necessary, including during the day and evening to meet performance measures for 12 months following exit of participants.
13. All Providers will maintain documentation for each participant, including eligibility, attendance, assessments, credentials, certificates, measurable skill gains, and outcomes. Providers will provide documentation to DWDB, DET and/or their designees upon request.
14. All Providers will develop a robust referral mechanism and document all referrals (received and sent) and will provide a quarterly reporting of this data to support youth obtaining needed supports to help them to succeed.

D. Bonus Points

The DWDB will award Bonus Points in three (3) areas. They are not required, only desired. Proposals can seek Bonus Points for more than one (1) of these areas, if more than one applies. They are:

1. Promise Communities-The DWDB encourages service delivery targeted to serve Promise Communities. Up to 10 points can be allotted to proposals that demonstrate service delivery in at least one (1) promise community. This should be described in the proposal. The DWDB defines promise communities as these geographic areas/zip codes:

Promise Community	Zip Codes	*Low Income Population
City - Eastside	19801, 19802	19,875
City - Westside	19805	19,052
NCC - Rte 40	19701, 19702	19,389
NCC - Rte 9	19720	20,086
Kent - North	19901,19904,19977	30,238
Kent - South	19934, 19943,19952	11,596
Sussex - West	19933, 19956, 19973	17,659
Sussex - Central	19947, 19966	16,111

2. Pathways-The DWDB encourages alignment and support with the Pathways in schools. Up to 6 points can be allotted to proposals that demonstrate program design that focuses on strategies that support students to identify and complete their chosen Career and Technical Education (“CTE”) Program of Study. All CTE programs must be State of Delaware approved and provide youth with the opportunity to earn early college credit, industry credential(s), and participate in meaningful work experiences. This should be described in the proposal. In addition, those who are proposing to receive bonus points in this category may propose to use up to six (6) months for cooperative planning with the local education agency(ies) included in the linkage team.
3. Leveraged Resources-The DWDB encourages the use of braided funding from multiple sources to achieve programmatic goals. Up to four (4) points can be allotted to proposals that demonstrate a collaboration through direct financial or in-kind contributions by other programs, employers, investors, stakeholder, etc. This should be described in the proposal.

See Funding Guidelines for additional information.

E. Work Experience

All Subrecipients must integrate the use of Paid Work Experience into proposed program. All Subrecipients should budget 25% for this expense in their Proposals. Budgets should include wages, fringes, temporary staffing fees, and staff to develop and monitor Work Experience sites.

Paid Work Experience are defined as a planned, structured learning experience that takes place in a workplace (a public, private for-profit sector, or private non-profit organization) for a limited period. Work Experience is used for participants who:

- i. need assistance in becoming accustomed to basic work requirements and be designed to promote the development of good work habits and basic work skills for individuals who have never worked or who have been out of the labor force for an extended period;
- ii. provide hands-on experience that reinforces the classroom training when implemented with other Training Strategies; or
- iii. desire an occupation where the skills for the desired occupation are typically attained through Work Experience or On the Job Training.

For all participants, it provides skills that may be added to participants’ resumes as well as linking participants to local employers. Participation in work experience shall be for a reasonable length of time, based on the needs of the participant, which shall be documented in the participant’s ISS. Generally, work experience for youth may not exceed the greater of six (6) months. All participants who participate in Work Experiences must be paid as an employee earning at least the State of Delaware minimum wage and may not be classified as independent contractors that would necessitate the issuance of a form 1099.

Labor standards apply in any work experience where an employee/employer relationship, as defined by the Fair Labor Standards Act or applicable State law, exists. Funds provided for work experiences may not be used to directly or indirectly aid in the filling of a job opening that is vacant because the former occupant is on strike or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage. No worker should be supplanted due to a Work Experience.

When implementing this, Provider must either:

- i. Opt to place participants on your organization's payroll. Participants must be treated like all other employees, for example, having all required deductions, including FICA, UI taxes, etc., as well as be covered under your organization's worker's compensation policy during their work experience time; or
- ii. Opt to use a temporary staffing agency to employ participants during the work experience time. The following is the link to the state procured temporary service agencies http://contracts.delaware.gov/contracts_detail.asp?i=3600. Provider must use one of these agencies.

Subrecipients will be required to document and monitor Work Experience in accordance with DOL Policies and Procedures.

There are the following exemptions to paid Work Experiences when implemented with Occupational Skills Training Programs that lead to employment in an occupation that requires all of the following:

- i. A state issued license is required to work in the occupation;
- ii. That license requires clinical hours; and
- iii. It is common practice that the clinical hours are not paid.

An example is the required clinical hours for a CNA program.

Participants doing Experiences with contractor's organization shall be limited to 10% of the total participants for the contract period. A waiver to this may be requested and approved at the sole discretion of DOL.

IV. Policies

All Subrecipients will be required to be compliant with DOL's policies and procedures. Policies can be reviewed in Appendix G of this RFP. Policies are subject to change. In addition, the following apply to all Subrecipients:

V. Required Information

The following information shall be provided in each proposal. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of Delaware.

A. Minimum Requirements

1. All Proposers should provide their DUN and EIN numbers, and these must remain active until the grant is closed out;
2. All Proposers must be registered with System for Award Management (SAMS);
3. Provider shall complete and submit the Proposal Submission Template (Appendix D);
4. Complete all appropriate attachments and forms as identified within the RFP;

The Minimum Criteria for Submission Checklist, Appendix E, will be used by Delaware to determine if Proposer meets the minimum requirements for submission. Subrecipients are encouraged to use this checklist as well.

B. Prior to Contract Execution

The following will be provided to Delaware prior to contract execution with the successful applicants:

1. Proof of insurance and amount of insurance shall be furnished to Delaware prior to the start of the contract period and shall be no less than as identified in this RFP as indicated in section (VII)(G)(5) Insurance.
2. Any Provider without a current contract with Delaware Workforce Development Board or State of Delaware, will provide a copy of their most recent financial statement to State of Delaware to enable State of Delaware to establish their fiscal soundness and eligibility for a contract.
3. Results of a compliance check by the Department of Labor, Divisions of Industrial Affairs and Unemployment Insurance. The State of Delaware may choose to not execute a contract resulting from this RFP due to the feedback obtained from these Division at its discretion.
4. Provision of the executed Agreements for any mandated element not provided directly by the provider.

VI. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice
Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).
2. Obtaining Copies of the RFP
This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.
3. Assistance to Subrecipients with a Disability
Subrecipients 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 listed in this RFP no later than ten days prior to the deadline for receipt of proposals.
4. RFP Designated Contact
All requests, questions, or other communications about this RFP shall be made in writing via email to Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel, or attempting to ask questions by phone or in person, will not be allowed or recognized as valid and may disqualify the Provider. Subrecipients should rely only on written statements issued by the RFP Designated Contact.

Designated Contact:

Wanda Holifield

DWDBDETCContracting@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (email) correspondence is the only acceptable submission method except for questions being asked at the mandatory Pre-bid Meeting. No questions shall be asked after the deadline for questions specified in Section I. Overview. All questions and answers will be posted on the State of Delaware Procurement website at www.bids.delaware.gov by the date provided in Section I. Overview.

5. Consultants and Legal Counsel

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

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. Subrecipients directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist for organizations currently doing business in the State of Delaware who require contact in the normal course of that business as well as gathering information and data in response to the RFP from appropriate state agency (e.g. Office of Occupational and Labor Market Information).

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 Provider who:

- i. 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;
- ii. 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;
- iii. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- iv. Has violated contract provisions such as:
 - 1) Knowing 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;
- v. Has violated ethical standards set out in law or regulation; and
- vi. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State of Delaware contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

By submitting a bid, each Provider shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, appendices, and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

2. Proposals

To be considered, all proposals must be submitted in writing (electronic submission) and respond to the items outlined in this RFP by completing the Proposal Submission Template

and all required attachments. Proposals received after the specified date and time will not be accepted or considered. Delaware reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted via email using Microsoft Word or PDF attachments. To document compliance with the deadline, Subrecipients will receive a confirmation email confirming receipt of proposal. It is the Provider's responsibility to ensure timely submission. Provider should contact the RFP Designated Contact if confirmation email is not received. If a Provider is a successful Provider, documents will be requested in Microsoft Word or Excel.

All proposals shall be sent to DWDBDETContracting@delaware.gov and must be submitted no later than 1:00 PM (Local Time) on the date specified for the Deadline for Receipt of Proposals in Section II. Subrecipients are directed to enter "BID ENCLOSED- LAB 2223 – ISY" in the subject line of the email.

Delaware may allow paper submissions at its discretion and only after prior written approval has been granted to the proposer for extenuating circumstances. Approval must be requested via email to DWDBDETContracting@delaware.gov prior to the deadline for Receipt of Proposals specified.

Any proposal submitted after the Deadline for Receipt of Proposals date shall not be considered. The proposing Provider 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 Provider proposals, each Provider 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 Subrecipients from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response 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.

4. Proposal Costs and Expenses

Delaware will not pay any costs incurred by any Provider associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Provider's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2021. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Proposal Opening

Delaware will receive proposals until the date and time shown in this RFP.

There will be no public opening of proposals, but a public log will be kept of the names of all Provider organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

7. 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 Delaware.

8. Concise Proposals

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.

9. Realistic Proposals

It is the expectation of Delaware that Subrecipients 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 increased obligation for a Provider's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

10. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the Provider's proposal will be treated as confidential during the evaluation process. As such, Provider proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any Provider's information to a competing Provider prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Provider proposals will likely become 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 of Delaware respects the Provider 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 Provider 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 Provider's confidential business information may be lost.

In order to allow the State of Delaware to assess its ability to protect a Provider's confidential business information, Subrecipients will be permitted to designate appropriate portions of their proposal as confidential business information.

Provider(s) may submit portions of a proposal considered to be confidential business information in a separate attachment clearly labeled "Confidential Business Information" and include the specific RFP number. The attachment must contain a letter from the Provider's legal counsel describing the documents, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions. The Provider should also include the confidential attachment information on Appendix D, Attachment 3 as appropriate.

Upon receipt of a proposal accompanied by such an attachment, the State of Delaware will open the attachment to determine whether the procedure described above has been followed. A Provider's allegation as to its confidential business information shall not be binding on the State of Delaware. The State of Delaware shall independently determine the validity of any Provider designation as set forth in this section. Any Provider 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, Provider(s) assume the risk that confidential business information included within a proposal may enter the public domain.

11. Price Not Confidential

Subrecipients shall be advised that as a publicly bid contract, no Provider shall retain the right to declare their pricing confidential.

12. Multi-Provider Solutions (Joint Ventures)

Multi-Provider solutions (joint ventures) will be allowed only if one (1) 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 Provider 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 Provider of responsibility for the professional and technical accuracy and adequacy of the work. Further, Provider 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-Provider proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each Provider.

a. Primary Provider

The State of Delaware expects to negotiate and contract with only one (1) "prime Provider". The State of Delaware will not accept any proposals that reflect an equal teaming arrangement or from Subrecipients who are co-bidding on this RFP. The prime Provider will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the prime Provider is solely responsible for fulfillment of any contract with the State of Delaware as a result of this procurement. The State of Delaware will make contract payments only to the awarded Provider. Payments to any subcontractors are the sole responsibility of the prime Provider (awarded Provider).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section (VI)(B)(17) regarding multiple source contracting.

b. Sub-contracting

The Provider selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Subrecipients 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 Provider 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

Multiple proposals are allowed by the primary Provider

13. Subcontracting

The Lead Provider selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, Subrecipients 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 subcontractors must be identified by name. All subcontractors must be approved by State of Delaware.

14. Discrepancies and Omissions

Provider is fully responsible for the completeness and accuracy of its proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of Provider. Should Provider find discrepancies, omissions, unclear or ambiguous intent or meaning, concerning this RFP, Provider shall notify the State of Delaware's Designated Contact, in writing, of such findings in the same manner as the submission of questions at least ten (10) days prior to the deadline for the submission of proposals.

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 in the specified manner and timeframe.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than the date specified in Section I. Overview. All questions will be consolidated into a single set of responses and posted on the State of Delaware's website at www.bids.delaware.gov by the date specified in Section I. Overview. Provider names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted:

Section number;
Paragraph number;
Page number; and
Text of passage being questioned.

Questions shall be submitted in accordance with the Funding Guidelines.

15. State's Right to Reject 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 Provider's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

16. 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 Provider.

This RFP does not constitute an offer by the State of Delaware. Provider's participation in this process may result in the State of Delaware selecting your organization 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.

17. 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 (2) or more Subrecipients if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

18. Potential Contract Overlap

Subrecipients 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 of Delaware. As needs are identified, there may be instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State of Delaware reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Subrecipients during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Notification of Withdrawal of Proposal

Provider may modify or withdraw its proposal by written request, provided that both proposal and request are 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.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

20. 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 www.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.

21. Exceptions to the RFP

Any exceptions to the RFP, or Delaware's terms and conditions, must be recorded on Appendix D, Attachment 2. Acceptance of exceptions is within the sole discretion of the evaluation committee. Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

22. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Appendix D, Attachment 4. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

23. Award of Contract

The final award of a contract is subject to approval by Delaware. Delaware has the sole right to select the successful Provider(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. Delaware can fund proposals in whole, part, or none.

Notice in writing to a Provider of the acceptance of its proposal by Delaware and the subsequent full execution of a written contract will constitute a contract, and no Provider will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, Delaware will award the contract.

The contract shall be awarded to the Provider(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

It should be explicitly noted that Delaware is not obligated to award the contract to the Provider who submits the lowest bid or the Provider who receives the highest total point score, rather the contract will be awarded to the Provider whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate Delaware approvals.

After a final selection is made, the winning Provider(s) will be invited to negotiate a contract with the Delaware; remaining Subrecipients will be notified in writing of their selection status.

24. Cooperatives

Subrecipients, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

An evaluation team will evaluate proposals. Neither the lowest price nor highest scoring proposal will necessarily be selected.

Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Subrecipients. Subrecipients are to provide in a timely manner any and all information that Delaware may deem necessary to make a decision.

Proposals will be evaluated pursuant to the selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981](#) and [6982](#). The following is the process proposals will be handled after submission:

1. Initial Review

The DWDB staff will review proposals and reject all that do not meet the minimum criteria as listed in Appendix E. Those not rejected will be advanced to the next review (Written Review).

2. Evaluation Team

The Proposal Evaluation Team should be comprised of at three (5) members but must have at least one (1) DWDB member. Other members will include a subject matter expert (determined by DWDB staff), a Department of Labor, Division of Industrial Affairs Representative, one target population representative (identified in WIOA section 3(24) as well as veterans and other targeted populations at the DWDB's discretion). A DWDB member will chair the Team. Team members will remain on the same panel for the entire life of the process.

3. Proposal Review

Proposals who meet the RFP criteria described in Section (C)(1) above will be reviewed by an Evaluation Team in up to two (2) phases:

- a. **Written Review**-The Proposal Evaluation Team will individually review, and score written proposals. Points will be awarded based on the Proposal Evaluation Team's review of the written proposals. The Proposal Evaluation Team will decide which proposal(s) will move forward and be invited to Proposal Clarification Day. Offerors whose proposal score high enough to be considered for award will be invited for oral clarification. Those proposals not invited to Proposal Clarification Day will be rejected at this point and not considered for funding. Delaware will notify all Subrecipients of the outcome of this phase.
- b. **Proposal Clarification**-Selected Subrecipients will be invited to attend a Proposal Clarification with a set date and time per proposal to provide an in-person meeting. Points will be awarded based on the Proposal Clarification. During this meeting, Provider's should be prepared with a maximum seven-minute presentation. Handouts, promotional materials, videos, presentations, etc. are not permitted at Proposal Clarification. The Proposal Evaluation Team will ask each Provider questions. These questions may be developed from the Written Review and will be specific questions targeted to each Proposal. It is anticipated that the questions and answers will take most of the time allotted.

The Proposal Clarification will take place on the date specified in Section I Overview. Subrecipients will be invited to attend and be scheduled a specific time. The Proposal representative(s) attending the Proposal Clarification shall be technically qualified to

respond to questions related to the proposal. Subrecipients are strongly encouraged to bring staff who can answer questions regarding the programmatic components and staff who can answer questions regarding the budget. Delaware recognizes that these may be different staff.

All the Provider's costs associated with participation in Proposal Clarification are the Provider's responsibility.

While the Proposal Clarification will be the primary venue to clarify uncertainties or eliminate confusion, the Proposal Evaluation Team or Delaware staff designee at the request of the Proposal Evaluation Team may contact any Provider 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.

4. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing Provider's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by Delaware to be essential for use by the Proposal Evaluation Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible Provider and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Proposal Evaluation Team.

The Proposal Evaluation Team reserves the right to:

- Select for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of 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 Subrecipients during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Provider and negotiate with more than one (1) Provider at the same time.
- Select more than one (1) Provider pursuant to 29 *Del. C.* §[6986](#). It is anticipated that multiple Subrecipients will be selected. Such selection will be based on the type of services and programming being offered and the existing needs for services and programming for occupational skills training.
- For all Subrecipients who have had a contract with Delaware in the past, Delaware will provide the Proposal Evaluation Team with information about past performance, which will be taken into consideration when making funding recommendations.

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. Subrecipients 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 Provider's capabilities so the responding Provider should be detailed in their proposal responses.

The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Demonstrated Ability- Provider demonstrates the ability to operate like or similar high-quality training programs that have resulted in at a minimum high employment rates or similar Performance Measures as described in section (III)(C).	20
Program Design- <ul style="list-style-type: none"> • Program design provides superior case management and wrap around services. • Program has or plans to hire qualified staff who can meet the service needs of youth with barriers. • All required program elements are addressed in proposal. • Design provides training in “soft skills” (problem solving, working with others, etc.) as integrated parts of the training curriculum. • Linkages are established to provide adequate wrap around services for youth during program participation and during the 12 months follow up period 	25
Cost/Budget- Costs are reasonable and competitive as compared to other similar programs. Costs will be reviewed as a cost per proposed enrollment as well as a cost per proposed training hour. Budget allocates 25% to be spent on Work Experience Indirect Costs are limited by USDOL to 10% of the total budget	10
Outcome Placement- <ul style="list-style-type: none"> • Provider demonstrates ability to prepare participants for employment (e.g. soft skills/job readiness, resume and interview preparation, financial literacy, etc.). • Provider demonstrates the ability to establish solid relationships with local employers to increase job opportunities and placements. • Provider demonstrates ability to prepare and educate youth on the variety of post-secondary options. 	25
Oral Clarification/Presentation	20
<i>The following Bonus Points may be awarded where applicable. Proposals may receive Bonus Points in more than one (1) area:</i>	
Promise Communities- Proposal includes service delivery targeted to serve Promise Communities as defined in this RFP.	5
Pathways- Proposal demonstrates that at least one (1) of the common elements designated as “bonus” are in the program design defined in (III)(D)(2).	5
Leverage Resources – Braided funding from multi resources	4

5. Funding Decisions

The Proposal Evaluation Team will total all points allotted per team member, determine the total points allotted per Proposal and rank all Proposals. The Proposal Evaluation Team may negotiate will one (1) or more Subrecipients during the same period and may, at its discretion, terminate negotiation with any or all Subrecipients. The Proposal Evaluation Team shall make a recommendation regarding the awards to the DWDB, who shall have final authority,

subject to the provisions of this RFP and 29 Del. C. § 6982(b), to award contracts to successful Subrecipients in the best interests of the State of Delaware. The DWDB will vote on the funding recommendations at a publicly noticed board meeting on the date specified in Section I Overview for the DWDB Meeting. Details and changes to this board meeting will be noticed on the State of Delaware Public Meeting Calendar which can be found at <https://publicmeetings.delaware.gov>. The DWDB vote may accept the recommendations in whole or in part, or may add conditions to the recommendations. Funding may be approved to fund all or any portion of the cost of a program.

Subrecipients may request an explanation of the basis of the awarding of funds from the Executive Director of the DWDB. The request must be in writing and must be submitted within ten (10) days of the date indicated on the award notification. Subrecipients who feel that a protection established in WIOA has been violated may file a complaint. Information on the filing of a complaint may be obtained through the DWDB office.

6. References

The Proposal Evaluation Team may contact any customer of the Provider, whether or not included in the Provider's reference list, and use such information in the evaluation process. Additionally, Delaware may choose to visit existing installations of comparable systems, which may or may not include Provider personnel. If the Provider is involved in such site visits, Delaware will pay travel costs only for State of Delaware personnel for these visits.

VII. Contract Terms and Conditions

A. Contract Use by Other Agencies

REF: Title 29, Chapter [6904\(e\)](#) Delaware Code. If no State of Delaware contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State of Delaware Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded Provider(s).

C. General Information

1. The term of the contract between the successful Provider and Delaware shall be for one (1) year with two (2) optional extensions for a period of one (1) year for each extension.
2. The selected Provider will be required to enter into a written agreement with Delaware. Delaware reserves the right to incorporate standard State of Delaware contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the Delaware. Subrecipients will be required to sign the contract for all services, and may be required to sign additional agreements.
3. The selected Provider or Subrecipients will be expected to enter negotiations with Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected Provider's response to this RFP will be incorporated as part of any formal contract.

4. The successful Provider shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after award of the contract. No Provider is to begin any service prior to the execution of the contract.
5. If the Provider to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another Provider. Funds returned may be allocated as deemed appropriate by Delaware.
6. Delaware reserves the right to extend this contract on a month-to-month basis for a period of up to one (1) year after the term of the full contract has been completed.

D. Collusion or Fraud

Any evidence of agreement or collusion among Provider(s) and prospective Provider(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price, or otherwise, will render the offers of such Provider(s) void.

By responding, the Provider shall be deemed to have represented and warranted that its proposal is not made in connection with any competing Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the Provider did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware participated directly or indirectly in the Provider's proposal preparation.

Advance knowledge of information which gives any particular Provider advantages over any other interested Provider(s), in advance of the opening of proposals, whether in response to advertising or an employee or representative thereof, will potentially void that particular proposal.

E. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Subrecipients found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected Provider will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, Delaware shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

F. Solicitation of State Employees

Until contract award, Subrecipients shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the Provider, its affiliates, actual or prospective contractors, or any person acting in concert with Provider, without prior written approval of Delaware's contracting officer. Solicitation of State of Delaware employees by a Provider may result in rejection of the Provider's proposal.

This paragraph does not prevent the employment by a Provider of a State of Delaware employee who has initiated contact with the Provider. However, State of Delaware employees may be legally prohibited from accepting employment with the contractor or subcontractor under certain circumstances. Subrecipients may not knowingly employ a person who cannot legally accept employment under State of Delaware or federal law. If a Provider discovers that they have done so, they must terminate that employment immediately.

G. General Contract Terms

1. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the Delaware's discretion as to the location of work for the contractual support personnel during the project period. Delaware may provide working space and sufficient supplies and material to augment the Contractor's services.

2. Temporary Personnel are Not State Employees Unless and Until They are Hired

Provider agrees that any individual or group of temporary staff person(s) provided to Delaware pursuant to this Solicitation shall remain the employee(s) of Provider for all purposes including any required compliance with the Affordable Care Act ("ACA") by the Provider. Provider agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the Delaware pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Provider agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the ACA to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Provider agrees to hold harmless, indemnify, and defend the State of Delaware to the maximum extent of any liability to the State of Delaware arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Provider's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Provider will waive any separation fee provided an employee works for both the Provider and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State of Delaware's intention to hire.

3. Licenses and Permits

In performance of the contract, the Provider will be required to comply with all applicable federal, State of Delaware and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful Provider. The Provider shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

Prior to receiving an award, the successful Provider shall either furnish Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one (1) of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

Information regarding the award of the contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject Provider to applicable fines and/or interest penalties.

4. Indemnification

a. General Indemnification

By submitting a proposal, the proposing Provider agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, 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 Provider's, its agents', and employees' performance work or services in connection with the contract.

b. Proprietary Rights Indemnification

Provider shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, Delaware shall promptly notify the Provider in writing and Provider shall defend such claim, suit or action at Provider's expense, and Provider shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Provider (collectively "Products") is or in Provider's reasonable judgment is likely to be, held to constitute an infringing product, Provider shall at its expense and option either:

- 1) Procure the right for the State of Delaware to continue using the Product(s);
- 2) Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- 3) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the

requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

5. Insurance

- a. Provider 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 Provider's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Provider in its negligent performance under this contract.
- b. The Provider shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Provider is an independent contractor and is not an employee of the State of Delaware.
- c. During the term of this contract, the Provider shall, at its own expense, also carry insurance minimum limits as follows:
 - i. Provider shall in all instances maintain the following insurance during the term of this Agreement:
 - 1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - 2) Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - ii. The successful Provider must carry at least one (1) of the following depending on the scope of work:
 - 1) Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - 2) Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - 3) Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate.
 - iii. 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.
- d. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

- e. 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 herein, shall be filed with the State. The certificate holder is as follows:

Department of Labor, Division of Employment and Training
4425 North Market Street
Wilmington, DE 19802
Jeremiah D. Alston

- f. In no event shall the State of Delaware be named as an additional insured on any policy require under this Agreement.
6. Performance Requirements. The selected Provider will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State of Delaware laws, and County and local ordinances, regulations and codes.
 7. Warranty. The Provider will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Provider correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.
 8. Costs and Payment Schedules. All contract costs must be as detailed specifically in the Provider's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of Delaware. The proposal costs shall include full compensation for all taxes that the selected Provider is required to pay.

Funded proposals will be expected to provide the services specified, at the cost proposed unless further negotiation as requested by Delaware. Awards granted for less than the proposal amount are contingent on the proposer working closely with staff, demonstrating that the level of funding is sufficient to operate the program.

Cost Reimbursement Contracts will be implemented. Delaware will require a line item budget as part of the proposal. The approved budget will be incorporated into the executed contract. Funding distribution or method of payment for resulting agreements is based upon a cost reimbursement plan. Provider will be required to submit monthly financial reports on the form prescribed, satisfactorily completed, within twelve (12) calendar days of the close of the reporting period to Delaware. Payments for services will not be made in advance of the work performed.

All budgeted costs must be allocable to one of two categories: one (1) administration and two (2) program. Administration may not exceed 10% of the total budget. Although the breakout of costs is not required in the submitted budget, proposals that are funded must meet this requirement.

Indirect costs are limited to 10%.

The following costs are not allowable charges under this RFP:

- Costs of fines and penalties resulting from violation or, failure to comply with Federal, State, or local laws and regulations;
- Back pay, unless it represents additional pay for WIOA services performed for which the individual was underpaid;
- Entertainment costs;
- Bad debts expense;
- Insurance policies offering protection against debts established by the Federal Government;
- Contributions to a contingency reserve or any similar provision for unforeseen events;
- Contracts with persons falsely labeling products made in America;
- Expenses prohibited under any other federal, State of Delaware or local law or regulation;
- Wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system;
- Sub awards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in state or federal programs or activities
- Foreign travel; and
- Costs prohibited by 29 CFR part 93 (Lobbying).

9. Liquidated Damages. Delaware may include in the final contract liquidated damages provisions for non-performance.

10. Dispute Resolution. At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law and venue shall be in the State of Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

11. Termination of Contract. The executed agreement resulting from this RFP may be terminated by Delaware for cause, convenience, and funding out/ non-appropriation, and the parties can mutually agree to terminate by stipulation.
12. Non-discrimination. In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree 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 vendor 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.

Recipients of financial assistance through this RFP must take reasonable steps to ensure that communications with individuals with disabilities are as effective as communications with others. This means that, upon request and at no cost to the individual, recipients are required to provide appropriate auxiliary aids and services to qualified individuals with disabilities.

Failure to perform under this provision constitutes a material breach of contract.

13. Covenant against Contingent Fees. The successful Provider will warrant 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, bona-fide established commercial or selling agencies maintained by the Provider for the purpose of securing business. For breach or violation of this warranty Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
14. Provider Activity. No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Provider. The Provider must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.
15. Provider Responsibility. Delaware will enter into a contract with the successful Provider(s). The successful Provider(s) shall be responsible for all products and services as required by this RFP whether or not the Provider or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Provider's proposal by completing Appendix D, Attachment 5, and are subject the approval and acceptance of Delaware.
16. Personnel, Equipment and Services
 - a. The Provider represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
 - b. All of the equipment and services required hereunder shall be provided by or performed by the Provider or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State of Delaware and local law to perform such services.

- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of Delaware. Only those subcontractors identified in Appendix D, Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Appendix D, Attachment 5 must be approved in writing by Delaware.
17. Fair Background Check Practices. Pursuant to 29 Del. C. [§6909B](#), the State of Delaware does not consider the criminal record, criminal history, credit history or credit score of an applicant for State of Delaware employment during the initial application process unless otherwise required by State of Delaware and/or federal law. Subrecipients doing business with the State of Delaware are encouraged to adopt fair background check practices. Subrecipients can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.
18. Provider Background Check Requirements. Provider(s) selected for an award that access State of Delaware property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State of Delaware's on premises contracts or vulnerable populations. Unless otherwise directed, at a minimum, this shall include a check of the following registry:
- State of Delaware, Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>.

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded State of Delaware contract, but may provide support or off-site premises service for contract Subrecipients. Should an individual be identified and the Provider(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to Delaware. Delaware's decision to allow or deny access to any individual identified on a registry database is final and at Delaware's sole discretion.

By Delaware's request, the Provider(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to State of Delaware property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Provider to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Provider(s) shall be responsible for the background check requirements of any authorized subcontractor providing service to Delaware's contract.

19. Work Product. All materials and products developed under the executed contract by the Provider are the sole and exclusive property of the State of Delaware. The Provider will seek written permission to use any product created under the contract.
20. Contract Documents. The RFP, the executed contract and any supplemental documents between Delaware and the successful Provider shall constitute the contract between Delaware and the Provider. 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, Delaware's RFP, and Provider's response to the RFP.

21. **Applicable Law.** The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Provider consents to jurisdiction and venue in the State of Delaware.

In submitting a proposal, Subrecipients certify that they comply with all federal, state and local laws applicable to its activities and obligations including, but not limited to:

- a. the laws of the State of Delaware;
- b. the applicable portion of the Federal Civil Rights Act of 1964;
- c. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- e. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

If any Provider fails to comply with one (1) through five (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the Provider in default.

The selected Provider shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State of Delaware laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

22. **Severability.** If any term or provision of this RFP is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this RFP, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.
23. **Assignment Of Antitrust Claims.** As consideration for the award and execution of a resulting contract by the State of Delaware, the Provider hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State of Delaware pursuant to a resulting contract. Upon either the State of Delaware's or the Provider notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State of Delaware and Provider shall meet and confer about coordination of representation in such action.
24. **Scope of Agreement.** If the scope of any provision of a resulting contract is determined to be 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.

25. Affirmation. The Provider must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.
26. Audit Access to Records. The Provider shall maintain books, records, documents, participant files and other evidence pertaining to a resulting Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Provider agrees to preserve and make available to the State of Delaware, upon request, such records for a period of five (5) years from the contract end date. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Provider agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Provider, representatives of the State of Delaware or other duly authorized State of Delaware or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Provider's financial records will be borne by the Provider. Reimbursement to the State of Delaware for disallowances shall be drawn from the Provider's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.
27. Other General Conditions.
 - a. Current Version – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
 - b. Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
 - c. Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
 - d. Prior Use – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
 - e. Status Reporting – The selected Provider will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance and all other required meetings.
 - f. Regulations – All equipment, software and services must meet all applicable local, State of Delaware and Federal regulations in effect on the date of the contract.
 - g. Assignment – Any resulting contract shall not be assigned except by express prior written consent from Delaware.
 - h. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware.

- i. Billing – The successful Provider is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j. Payment – Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Subrecipients are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- k. Purchase Orders – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
- l. Purchase Card – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Subrecipients shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- m. Additional Terms and Conditions – Delaware reserves the right to add terms and conditions during the contract negotiations.

VIII. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of Delaware.

Delaware will not prohibit or otherwise prevent the awarded Provider(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Provider shall not use the State's seal or imply preference for the solution or goods provided.

B. Definitions of Requirements

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Subrecipients must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

C. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at least three (3) other customers, have been in use for at least six (6) months, and have been generally available from the manufacturers for a period of six (6) months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

IX. Appendices

The following appendices shall be considered part of this RFP solicitation:

- Appendix A: Definitions
- Appendix B: Terms and Conditions
- Appendix C: In-Demand Occupations
- Appendix D: Required Proposal Template and Attachments, unless otherwise noted
- Appendix E: Minimum Criteria for Submission Checklist
- Appendix F: Funding Guidelines issued by DWDB
- Appendix G: Policies and Procedures, General and Youth