

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
EMPLOYMENT AND TRAINING PROGRAM SERVICES
ISSUED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF SOCIAL SERVICES
CONTRACT NUMBER HSS-19-013**

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I. Overview

The State of Delaware Department of Health and Social Services, Division of Social Services, seeks professional services to assist participants to obtain employment with sustainable wages by providing assessments, intensive case management, education, training, job search, job placement, and retention services. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: November 12, 2018
Deadline for Questions	Date: November 26, 2018
Mandatory Pre-Bid Meeting	Date: November 27, 2018 @ 1:30 PM
Response to Questions Posted by:	Date: December 13, 2018
Deadline for Receipt of Proposals	Date: January 4, 2019
Estimated Notification of Award	Date: February 4, 2019

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A transmittal letter that briefly summarizes the proposing firm's interest in providing the required professional services must accompany each proposal. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

A mandatory Pre-bid meeting has been scheduled for 1:30 pm on **November 27, 2018 in room 198 in the Main Administration Building, 1901 North DuPont Highway, New Castle DE 19720. This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

II. Scope of Services

DSS is seeking bidders that possesses the knowledge, expertise, and experience to provide employment and training services.

DSS is looking for bidders that can also serve non-English speaking participants, literacy deficient participants, as well as those participants returning from incarceration. If possible, services should be provided during non-traditional as well as traditional hours of business. See Attachment B for full scope of work.

III. Required Information

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

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor(s) shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).
5. Your proposal must include the information contained in all Appendixes.

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B. General Evaluation Requirements

1. Experience and Reputation
2. Capacity to meet requirements
3. Proposed Methodology
4. Budget and other criteria necessary for a quality cost-effective project
5. History of successfully meeting program and contract goals, knowledge and use of best practices

IV. 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 Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of 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 vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Teresa Gallagher
P.O. Box 906, Lewis Building
1901 N. DuPont Highway
New Castle, De 19720
Teresa.Gallagher@state.de.us

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

5. Consultants and Legal Counsel

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

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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. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) 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;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

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Each proposal must be submitted with **six (6) paper copies** and **six (6) electronic copies** on CD or DVD media disks.

HARD COPIES

Each required copy must contain the following sections:

1. Technical Proposal
2. Business Proposal/Budget – Budget must not be included in or attached to the Technical Proposal.

ELECTRONIC COPIES

Each required CD or DVD must contain a minimum of two files as follows:

1. Technical Proposal – One document in PDF or Word Format
2. Business Proposal – In Excel or Word

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **11:00 AM (Local Time) on January 4, 2019**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Jones
Purchasing Services Administrator
Department of Health and Social Services
Procurement Branch
Main Admin Bldg., Sullivan Street
2nd floor –room #257
1901 N. DuPont Hwy
Herman Holloway Campus
New Castle, DE 19720**

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. HSS-19-013” on the outside of the bid submission package.

Vendors name should also be clearly visible on the outside of the package.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor 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 vendor proposals, each vendor 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 vendors 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

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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

The State of Delaware will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor'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, 2019. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. Any unopened proposals will be returned to the submitting Vendor.

There will be no public opening of proposals but a public log will be kept of the names of all vendor 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](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors 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

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and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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

11. 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 vendor's proposal will be treated as confidential during the evaluation process. As such, vendor 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 vendor's information to a competing vendor 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 vendor 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 respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor 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 vendor's confidential business information may be lost.

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

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, 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.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently

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determine the validity of any vendor designation as set forth in this section. Any vendor 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, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for the State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

Multi-vendor proposals must be a consolidated response with all cost included in the cost summary. Where necessary, RFP response pages are to be duplicated for each vendor.

a. Primary Vendor

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

b. Sub-contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor 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

A primary vendor may not participate in more than one proposal in any form. Sub-contracting vendors may participate in multiple joint venture proposals.

14. Sub-Contracting

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however, vendors 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. Any sub-contractors must be approved by State of Delaware.

15. Discrepancies and Omissions

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

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

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 **November 26, 2018**. All questions will be consolidated into a single set of responses and posted on the State's website at www.bids.delaware.gov by the date of **December 13, 2018**. Vendor 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

Text of passage being questioned

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Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. 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 vendor'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.

17. State's Right to Cancel Solicitation

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor'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.

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors 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.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

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

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21. 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.

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. 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.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor 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, the State of Delaware will award the contract.

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

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

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

25. Cooperatives

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

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solicitation.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Director of the Division of Social Services, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendors in the best interests of the State of Delaware.

2. 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 vendor'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 the State of Delaware to be essential for use by the 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 contractor 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 Team.

The Team reserves the right to:

- Select for contract or 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 vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

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Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Bidder's amount of, and proven experience with the proposed program.	25
Capacity and the number of requirements met.	30
Proposed methodology	25
Budget and the capacity to sustain the program during the reimbursement process.	18
ACA Safe Harbor Additional Fee *	2
Total	100%
Bidders must circle Yes or No to the following questions and include the answers in their response.	
1) Does the bidder have a Supplier Diversity plan currently in place?	Yes/No
2) Does the bidder have any diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors?	Yes/No
3) Does the bidder have a written inclusion policy in place? If yes, attach a clearly identifiable copy of the inclusion plan to your proposal.	Yes/No
Answers to these 3 questions are mandatory and do not affect the weighted evaluation of this proposal. However, an affirmative answer to question 2 may directly impact quarterly sub-contracting reporting as illustrated in Attachment 8 in those instances where an awarded contract includes subcontracting activity.	

ACA Safe Harbor Requirements if applicable.

- 1) SUMBIT A SEPARATELY IDENTIFIED ACA Safe Harbor Additional Fee IN THE VENDOR'S PROPOSAL RESPONSE, AND
- 2) THE VENDOR MUST CLEARLY IDENTIFY HOW THE ACA Safe Harbor Fee IS CHARGED (i.e. by frequency, including by invoice, by hour, by employee, etc.), AND

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3) THE ACA Safe Harbor Fee MUST have A LIFECYCLE COST ANALYSIS.

To enable the State to claim ACA Safe Harbor, the fee must be separately disclosed, charged and paid by the using agency.

Vendors 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 vendor's capabilities so the responding vendor should be detailed in their proposal responses.

Proposals submitted will be objectively reviewed against the following specific scoring criteria:

Criterion A Bidder's Proven Experience with the Proposed Program (Total 25 points)

The bidder must demonstrate sufficient background and experience in providing the services requested.

Personnel Questions

- ◆ What level of experience do the individuals assigned to the contracted services have or what other experience that may be similar?
- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?
- ◆ Is there an appropriate amount of staff assigned for this project?

Firm/Agency Questions

- ◆ Has the firm demonstrated experience in performing similar services on time/with good results (no improvement plans) and within budget? (at least 2 years' experience with workforce development and 1 years' experience working with low income families,)
- ◆ How many Preferred Bidder Requirements are met?
- ◆ Does the firm demonstrate meeting past reporting requirements, contractual and performance goals? Includes past reporting requirements, performance goals, retention rates, and measurable outcomes met and unmet.
- ◆ How successful is the general history of the firm in providing these services?

Criterion B Capacity to Meet Requirements (Total 30 Points)

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?
- ◆ Has the bidder demonstrated that they understand the expected outcomes?
- ◆ Has the bidder demonstrated that they understand the scope of service and can meet it?
- ◆ Has the bidder shown current and successful employer partnerships in Delaware?
- ◆ Does the bidder demonstrate that they understand and can fully meet all reporting requirements?

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Criterion C Proposed Methodology (Total 25 pts.)

- ◆ Proposed services fit RFP needs.
- ◆ Is the methodology evidence based and depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology match and contribute to achieving the RFP goals?
- ◆ Does the methodology fully address requirements and capabilities of the RFP Scope of Services?
- ◆ Logic model is clear.

Criterion D Cost (Total 18 Points)

- ◆ The Bidder demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
- ◆ Demonstrates the ability to match program costs 50/50 and maintain program fiscally while awaiting reimbursement.
 - Total costs
 - Staffing costs
 - Travel costs
 - Programmatic costs
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ The budget narrative clearly explains the cost.
- ◆ How reasonable are the firm's cost estimates?

Criterion E ACA Safe Harbor (Total 2 Points)

- ◆ Addresses ACA Safe Harbor

Upon selection of the vendor(s), a Division of Social Services representative will enter into negotiations with the bidder to establish a contract.

3. Proposal Clarification

The Evaluation Team may contact any vendor 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. References

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

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

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The selected vendor(s) will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state 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.

2. 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 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 vendor(s).

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

- a. The term of the contract between the successful bidder and the State shall be for one (1) year with four (4) optional extensions for a period of one (1) year for each extension.
- b. The selected vendor(s) will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State 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 State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This

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RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

- d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor(s) shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor(s).
- f. If the vendor 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 vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

5. Collusion or Fraud

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

By responding, the vendor shall be deemed to have represented and warranted that its proposal is not made in connection with any competing vendor submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor 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 vendor's proposal preparation.

Advance knowledge of information which gives any particular vendor advantages over any other interested vendor(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.

6. Lobbying and Gratuities

Lobbying or providing gratuities shall be strictly prohibited. Vendors 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 vendor(s) 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

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contingent fee. For breach or violation of this warranty, the State of 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.

7. Solicitation of State Employees

Until contract award, vendors 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 vendor, its affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a vendor may result in rejection of the vendor's proposal.

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

8. General Contract Terms

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete

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responsibility for the provision of any healthcare benefits required by the Affordable Care Act 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, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State 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 Vendor'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. Vendor will waive any separation fee provided an employee works for both the vendor 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's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state 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 vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § [2502](#).

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Prior to receiving an award, the successful vendor shall either furnish the State of 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 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 vendor to applicable fines and/or interest penalties.

e. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Teresa Gallagher
P.O. Box 906, Lewis Building
1901 N. DuPont Highway
New Castle DE, 19720

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor 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 vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

Vendor 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, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor 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 vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a.** Procure the right for the State of Delaware to continue using the Product(s);
- b.** Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

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- c. 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.

g. Insurance

- 1. Vendor 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 vendor'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 vendor in their negligent performance under this contract.
- 2. The vendor 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 vendor is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful vendor(s) must carry at least one of the following depending on the scope of work being delivered.
 - i. **Medical/Professional Liability**
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
 - c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in

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the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor(s) 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 laws, and County and local ordinances, regulations and codes.

i. BID BOND

There is no Bid Bond Requirement.

j. PERFORMANCE BOND

There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

l. Warranty

The Vendor 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 Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

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m. Costs and Payment Schedules

All contract costs must be as detailed specifically in the Vendor's cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor(s) is required to pay.

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Price Adjustment

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year period, the Division of Social Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

o. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

p. Dispute Resolution

At the option of, and in the manner prescribed by the Delaware Health and Social Services (DHSS), 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, DHSS 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 DHSS, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of DHSS to Delaware Health and Social Services Director, for final and binding arbitration. DHSS reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any

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such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in 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.

q. Termination of Contract

The contract resulting from this RFP may be terminated as follows by **The Division of Social Services**.

1. Termination for Cause

If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

3. Termination for Non-Appropriations

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the

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exhaustion of funds. This is not a termination for convenience and will not be converted to such.

r. 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(s) 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.

s. Covenant against Contingent Fees

The successful vendor(s) 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 Vendor for the purpose of securing business. For breach or violation of this warranty the State of 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.

t. Vendor 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 vendor. The vendor 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.

u. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of The Division of Social Services.

v. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon

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award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

w. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

x. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- 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 contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(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 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 Vendor 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 Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

y. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that

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will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

z. Work Product

All materials and products developed under the executed contract by the vendor are the sole and exclusive property of the State. The vendor will seek written permission to use any product created under the contract.

aa. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor(s) shall constitute the contract between the State of Delaware and the vendor. 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, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

bb. Applicable Law

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

In submitting a proposal, Vendors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. 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 vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware reserves the right to disregard the proposal, terminate the contract, or consider the vendor in default.

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

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cc. Severability

If any term or provision of this Agreement 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 Agreement, 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.

dd. Assignment Of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor 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 pursuant to this contract. Upon either the State's or the Vendor 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 and Vendor shall meet and confer about coordination of representation in such action.

ee. Scope of Agreement

If the scope of any provision of the 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.

ff. Affirmation

The Vendor 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.

gg. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor 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 Vendor, representatives of the State or other duly authorized State 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

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examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

hh. Other General Conditions

1. **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.
2. **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.
3. **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.
4. **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.
5. **Status Reporting** – The selected vendor(s) 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.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful vendor(s) 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.
10. **Payment** – The State 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. Vendors 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.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **HSS-19-013** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors 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.

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13. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The State of 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 the State of Delaware.

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

2. 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. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

3. 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 a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Program Summary Sheet
- Attachment 10- Office of Supplier Diversity Application
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Mandatory Reporting Requirements
- Appendix D – Budget Work Sheet
- Appendix E – Budget Summary Sheet

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to teresa.gallagher@state.de.us. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency’s Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. HSS-19-013 Contract Title: **EMPLOYMENT AND TRAINING PROGRAM SERVICES**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- _____ 1. We do not wish to participate in the proposal process.

- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document.
Our objections are:

- _____ 3. We do not feel we can be competitive.

- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the
manufacturing company.

- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.

- _____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services.**

_____ We wish to be deleted from the Vendor's List **for these goods or services.**

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: HSS-19-013
CONTRACT TITLE: EMPLOYMENT AND TRAINING PROGRAM SERVICES
DEADLINE TO RESPOND: **January 4, 2019 at 11:00 AM (Local Time)**

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Health and Social Services, Division of Social Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Health and Social Services, Division of Social Services.

COMPANY NAME _____	Check one)	Corporation
NAME OF AUTHORIZED REPRESENTATIVE _____		Partnership
(Please type or print) _____		Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS: CERT. NO.:	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 5

Contract No. HSS-19-013

Contract Title: **EMPLOYMENT AND TRAINING PROGRAM SERVICES**
BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

2. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

3. Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-19-013	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																	
Subcontracting (2nd tier) Quarterly Report																	
Prime Name:							Report Start Date:										
Contract Name/Number							Report End Date:										
Contact Name:							Today's Date:										
Contact Phone:							*Minimum Required			Requested detail							
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

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Attachment 9

Program Summary Sheet	
Bidder Name:	
Program Title:	
Years of Experience related to E&T.	
Years of experience working with low income families.	
Program Description: Include all services offered.	
Existing program or new program? If existing how long has it been running?	
If contracting services out, role of the contractor and services provided.	
Amount of time needed for startup.	
Geographic area served	
Program Capacity/ # served	
Proposed Engagement Rate	
Proposed Employment Rate	
Proposed retention rate 3, months, 6 months, 12 months, 18 months , 24 months	
Existing and Proposed Partnerships	
Total Program Cost	

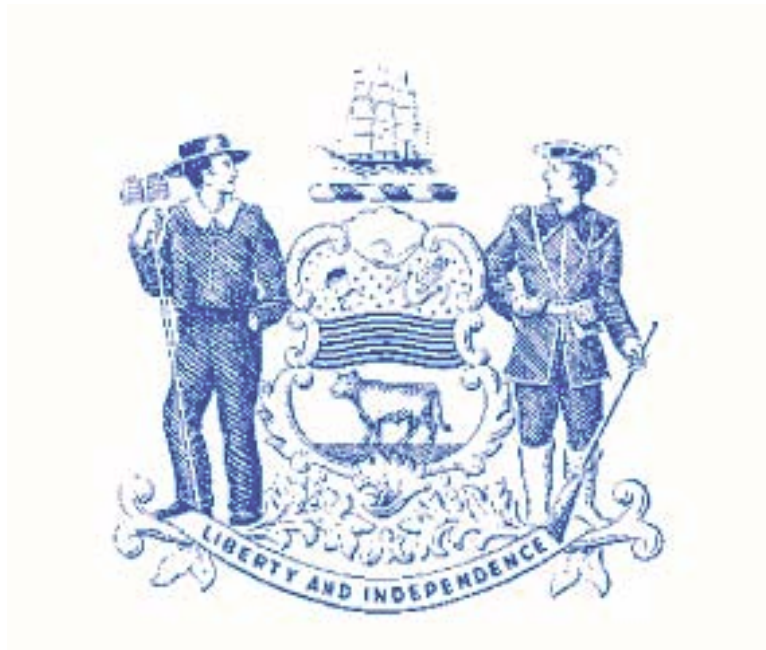
**State of Delaware
Office of Supplier Diversity
Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.**

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services. **Include Supplier Diversity and Inclusion questions listed on pages 12-13.**
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK.** All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete OSD application (See link on Attachment 9) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Six (6) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Six (6) electronic copy of the vendor proposal saved to CD or DVD media disk. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

The State of Delaware Division of Social Services (DSS) is seeking bidders that possess the knowledge and expertise to provide workforce training, skills development, job placement, and other support or technology services to DSS participants.

Bidders will have to demonstrate their ability to serve diverse populations, some with barriers such as; literacy, mental capacity, homelessness, domestic violence, lack of work experience, citizens returning to their communities, and non-English speaking participants. Bidders must also be able to provide services during non-traditional as well as traditional hours of business. (DSS) is looking for training opportunities and job placement programs that are also provided during the evening hours.

DSS desires to partner with:

- Organizations and Training providers willing to provide 50/50 match funding for the proposed programs.
- Organizations with in-house training and employment programs or E&T providers to provide E&T programs to low income individuals receiving assistance from DSS.
- Employers who have the capacity to train, hire and retain DSS participants.
- Employers who have the capacity to hire and retain eligible participants in a subsidized wage program.
- Non-Traditional Employment and Training Providers to provide low income families with minor children with workforce development skills to include supportive and retention services with a human centered approach to service delivery.

DSS participants can be mandatory or voluntarily participants. Typical participants are unemployed or employed but working less than thirty (30) hours per week. They have sketchy work history, low skill levels, and limited education. Those participants with a more solid work history, and higher skill set are having difficulty in getting or maintaining employment on a full-time basis.

Bidders proposing to serve this population are required to contribute 50% of the cost of their proposed program. Contractor must be able to fiscally sustain the program while waiting for the reimbursement of identified 50% expenditures that the State will reimburse. Proof of fiscal stability to run the program and receive reimbursements after service provision is required. Provide the most recent Fiscal Audit or it's equivalent and the last Annual report.

Bidders must fill out the Program Summary Sheet in Attachment 9.

A. Preferred Bidders Requirements and Minimums:

The below requirements will be used to identify the strongest proposals. The more requirements a bidder can meet increases the scoring. Fully describe the bulleted areas that the bidder meets. Potential bidders do not need to meet all of the following requirements. DSS is considering bidders that:

- have at least 2 years of experience in workforce training and development services or job placement services with 1 of those years working with individuals with low income; or proposed innovative programs and best practice approaches;
- that are a Delaware Licensed agency, (required)
- fully describe the innovative program, project, or best practice approach;
- submit to site visits at the facility where services will be provided;
- verify capacity to fiscally sustain their proposed program until funding reimbursement is distributed; (required)
- provide verification of capability to extract and maintain program data requirements;

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- provide a description, any minimum requirements and the success rate of each training/ program you are proposing;
- show proof of certification for trainings that are certified;
- provide 2 letters of recommendation from a previous (within the last 2 years) participants served;
- provide 3 professional letters of recommendation from organizations that you have provided services two within the past 5 years;
- have met previous contract goals and objectives;
- have not been on an improvement plan within the last 2 years;
- have a job placement component for participants upon successful completion of the training; (required)
- provide expected job placement rate and retention rate;
- provide a list of established employer relationships for job placement, type of jobs, and the hourly wages

B. Mandatory Services:

1. Intake and Case Management Services

Include but not be limited to accepting participant referrals via DSS Automated Systems as well as manual referral process; performing diverse, innovative outreach activities; scheduling orientation, monitoring and documenting attendance and reporting to DSS instances of attendance/nonattendance at orientation for each scheduled participant. Assessments, Case Management, identification of barriers and barrier mitigation.

2. Employment/Job Placement

Job Placement is a mandatory service. The ultimate goal of the E&T program is to assist capable participants in gaining skills and receiving training or experience that will lead to regular, paid employment. Structured services to promote the eventual attainment of employment, either in full-time or part-time positions. Positions starting at \$11.00 an hour or greater are preferred.

- Full-time employment is defined as employment of at least 30 hours per week at wages that are at least the Federal or State hourly minimum wage (whichever is greater). Obtain minimum wages information from the Department of Labor. Continuous full-time employment is defined as full-time employment where any break in employment lasts no more than 14 days.
- Part-time employment is defined as employment of at least 20 hours per week at wages that are at least the Federal or State hourly minimum (whichever is greater). Obtain minimum wages information from the Department of Labor. Continuous part-time employment is defined as part-time employment where any break in employment lasts no more than 14 days.

3. Job Retention

E&T participants who gain employment after participating in an E&T component can receive retention services. The State agency will allow up to 90 days of job retention services per participant. The 90 days begin from the employment start date. Job retention services include case management, optional workplace navigation courses, and reimbursements for required uniforms or other clothing for employment, equipment, supplies, and required tools to perform the job, testing fees, and transportation. Documentation must be presented prior to reimbursement of any job related expenses. Documentation may include hard copy or electronic receipts.

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4. Support Services/Barrier Reduction

Provide necessary Supportive Services for the duration of the individual's employment and training participation. All service reimbursements/payments must be actual costs that are necessary for Employment and Training participation and employment. These services must be verified and documented.

Supportive Services Reimbursements/Payments Categories:

- Fees -These services can include testing for employment or education (this includes GED test fees), or other fees directly related to training or employment.
- Clothing -These services can include only clothes that are appropriate for interviewing and employment.
- Accessories for Training or Employment -These services can include purchase of safety equipment, uniforms, shoes, or tools required to participate in training or employment. In some cases, the need can be verified by Office of Safety and Health Administration (OSHA) regulations.
- Physical Exam -This service can be authorized when a participant is required to undergo a physical exam to participate in training or employment. This service can be authorized only when it is not available through a public health facility or not covered by Medicaid.
- Eye exams and eyeglasses - When the assessment indicates the participant's vision is impaired, or when the individual needs glasses to continue in a component, or when necessary for employment. This does not include contact lenses unless they are medically necessary. This service can be authorized only if it is not available through a public health facility or not covered by Medicaid.

C. Optional Services

1. Subsidized Employment

DSS will subsidize wages for eligible participants for a specified time. The primary goal of this program is to provide participants with the basic skills, education, and on the job training needed to acquire and retain employment with the partnering company. At the end of the subsidize assignment the employer will hire the participants. DSS is seeking employers whose average wage is \$11.00 per hour at 35 hours week. DSS will fund the Subsidized Employment Program with specific funds through a state approved Temporary Staffing Agency. DSS will create a no cost agreement between DSS and the vendor; a state selected temporary agency will pay the client. **This service is not available to all participants.**

2. Job Search

Job seeking activities that will enhance their employability. This program component consist of a variety of activities, including but not limited to: job skills assessment, employability assessment, interviewing skills, communication skills, soft skills, navigating the web training, job search, job club, job leads and job placement.

3. Education Services

Participants attend as required by the institution and must make satisfactory progress. The program of instruction and the institution determines the duration. There should be a reasonable expectation that the course of instruction will lead to credentialing, or the prospect of a job within a reasonable timeframe. The course of study must be consistent with the individual participant's employment goals and should provide each participant with a reasonable opportunity for employment. Costs related to training will be negotiated with DSS.

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- *Basic/Foundational Skills Instruction*—This will include academic instruction and education services below the postsecondary level that increase an individual's ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment. This will include Adult Basic Education (ABE), basic literacy, and high school equivalency. Delaware does not pay for tuition for any Associates, Degrees or higher academic degrees. Delaware does provide supportive services.
- *Work Readiness Training*—This includes work readiness and skills assessments, and educational remediation services that prepare individuals for the workforce. Work readiness skills may include both foundational cognitive skills such as reading for information, applied mathematics, locating information, problem solving, and critical thinking and non-cognitive skills, or soft skills, which are defined as personal characteristics and behavioral skills that enhance an individual's interactions, job performance, and career prospects such as adaptability, integrity, cooperation, and workplace discipline.
- *Career/Technical Education Programs or Other Vocational Training* - Organized activities and trainings that provide individuals with the academic and technical knowledge and skills necessary to prepare for further education and for careers in current or emerging employment sectors. Primarily designed for those who are beyond the age of compulsory high school attendance. The following training programs align with the needs in Delaware's current labor market: Culinary Arts, HVAC, plumbing, CNA, Physical Therapy Aide, Pharmacy Technician, Medical Billing and Coding, Computer Applications, Sales and Customer Service.

4. Workfare Assignment Development

The development of Workfare assignments and the timely offering to newly referred participants to those assignments is critical to the success of this component. Workfare assignments are restricted to the public sector (state, local and county agencies or political subdivisions) and not-for-profit organizations as defined by Section 501C3 of the Internal Revenue Service Code. Workfare assignments must not cause displacement of existing workers. Workfare assignments cannot include political lobbying or participation in a political campaign. Workfare assignments must meet OSHA standards for health and safety.

DSS must approve each Workfare site agreement. Bidder's proposal shall include innovative, safe, low cost Workfare assignments, which allow multiple participants to work at one work site. Bidders are required to include a development plan for obtaining employers or sites willing to accept a workfare participant. It must describe how the bidder proposes to perform outreach to the public agency and not-for-profit communities. It must include an agreement that outlines procedures for documenting each assignment sites, required activities, roles and responsibilities communication mechanisms between assignment sites and the contractor before, during and after placement. It must include specific working conditions, reporting requirements, and the applicable state and federal laws, required for worker's compensation and other requirements.

Additionally, if a Workfare assignment requires a background check, bidders shall include a description of how they will conduct this task. Background checks must be performed if required by the assignment sites. Costs of performing a participant background check must be identified separately in the bidder's cost proposal.

The Workfare contractor must assure DSS that they will fully cooperate in any DSS audit of the Workfare assignments developed and assignment site. This cooperation includes access to all

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Workfare related forms and electronic administrative records maintained by the contractor, access to the contractor's Workfare facility, and staff.

5. Workfare Participant Placement

Structure assessment services to match Workfare participants with available assignments. The assessment should include discussion of education and work history, required work hours, variable work hours, commuting distance, transportation availability and back-up plans, physical requirements of assignments, and what steps will be taken should the work assignment be too physically demanding. The assessment should also include discussion of barriers to maintaining the Workfare assignment or to obtaining and maintaining employment, including but is not limited to substance abuse, homelessness, mental/physical health deficiencies, lack of education and training, anger management, and personal identification paperwork.

The bidder's proposal must include a description of how they will provide transportation alternatives for participants who require assistance in getting to and from their assigned Workfare assignment. Participants will be required to perform at their Workfare assignment for a predetermined number of hours each month. The Division of Social Services Assist Worker Web system (AWW) will determine weekly-required hours for the Workfare assignment.

Contractor supports for Workfare assignments include but are not limited to:

- Matching open assignment order to non-assigned Workfare participants.
- Scheduling interviews between assignment site and participant.
- Contractor follow-up with site and participant to ascertain results of interview.
- If refused by the participant and/or site, determine if participant is non-compliant with program requirements and/or modify future referrals for that site.

If the assignment is accepted, confirm attendance, reporting requirements with the site and participant.

D. Reporting and Monitoring

The vendor must:

- Monitor participant performance and work with the participant to ensure good progress.
- Be expected to report participant attendance on a weekly or monthly basis and may be required to submit this data both manually and by entering the data in the DSS Systems.
- Individually record events and enter them in the alert and case comment sections of the DSS system.
- Enter data to report performance, attendance, and services received.
- Be able to follow and report on participants when they have become employed and leave the SNAP program.
- Identify participant who may warrant dis-enrollment and provide DSS with the reasons why a participant should be dis-enrolled, within two (2) days of participant's non-compliance.
- Use DSS case comments to send alerts and case comments to DSS case workers.
- Input data daily.
- Provide accurate and timely documentation as required in order to receive performance payments.
- Must provide monthly participant reports, financial reports and other reports as needed.

Vendors must explain the method used to track participants, collect data, and backup data for all reporting requirements. The reporting requirements will be collected and reported quarterly with the fourth quarter also including yearly totals. It is expected that all reporting requirements will be able to be met for the initial reporting period. See Appendix C Mandatory Reporting Requirements.

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E. Automated Linkages

- Vendors must be able to access all DSS Systems including (AWW) the automated eligibility system. The selected contractor will provide computers on their own Internet service account that provide them access to the internet. The contractor is responsible to meet state defined remote access requirements. Any cost to replace or upgrade PCs or software in order to access any automated system including (AWW) system will be borne by the contractor.
- Vendors is responsible for assigning an IT Technician to support contractor PC issues.
- Vendor must have Internet access. Network Connection: High speed internet connection, actual bandwidth requirements are highly dependent on the number of users sharing the connection.
- Vendor must submit the appropriate paperwork to obtain a SSL VPN account and appropriate domain accounts to access any system including AWW.
- Vendor will access AWW via SSL/VPN using the following link. <https://access.delaware.gov>. Once connected to VPN, the AWW URL https://assistww.dhss.state.de.us/DSS_WorkerWeb/Login.aspx will need to be copied and pasted into a separate browser tab.
- Vendor users will be issued a DHSS APPS domain/WW ID and password.
- In addition, the Vendor **must** have the capability of sending and receiving faxes.

Minimum Hardware/Software Specifications for Workstations

Memory	4 GB RAM minimum. 8 GB recommended
Hard Disk:	250GB SATA Hard Disk Drive.
CPU Support:	3rd Gen Intel Core i5 Quad Core Processor or greater
Drive:	DVD-ROM drive.
Display:	1280x1024 or greater
Keyboard:	Standard USB Keyboard
Pointing Device:	USB Optical Mouse
Operating System:	Windows 7 64-Bit
Browser:	Internet Explorer 9 or greater with compatibility mode disabled and JavaScript/Cookies enabled.
Network Adapter:	10/100 Mbps minimum, 1,000 Mbps recommended

F. Budget

Vendor will submit a line item budget, for each contract year, using a format mirroring that in Appendices D & E. Modifications to the budget after the award must be approved by the Division of Social Services.

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Appendix C – Mandatory Reporting Requirements

Reporting Measures

Reporting Measure	Data Source and Time Period	Value	Numerator	Denominator
1. Unsubsidized employment in 2 nd quarter after completion of participation in E&T		%	[A]	[AA]
2. Median Quarterly Wages in 2 nd quarter after completion of participation in E&T		\$	N/A	N/A
3. Unsubsidized employment in 4 th quarter after completion of participation in E&T		%	[B]	[BB]
4. Completion of an educational, training, work experience, or an on-the-job training component		%	[C]	[CC]

National reporting measures disaggregated characteristics

Submit summary data that disaggregate the national reporting measures by the following characteristics:

Reporting Measure	Characteristic	Data Source and Time Period	Value	Numerator	Denominator
5. Unsubsidized employment in 2 nd quarter after completion of participation in E&T	a. Voluntary Participant		%		[A]
	b. Mandatory Participant		%		[A]
	c. Received high school diploma or equivalency prior to participation in E&T		%		[A]
	d. Received high school diploma or equivalency prior to participation in E&T – education level unknown		%		[A]
	e. ABAWD		%		[A]
6. Median Quarterly Wages in 2 nd quarter after completion of participation in E&T	a. Voluntary		\$	N/A	N/A
	b. Mandatory		\$	N/A	N/A
	c. Received high school diploma or equivalency prior to participation in E&T		\$	N/A	N/A
	d. Received high school diploma or equivalency prior to participation in E&T –		\$	N/A	N/A

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Reporting Measure	Characteristic	Data Source and Time Period	Value	Numerator	Denominator
	education level unknown				
	e. ABAWD		\$	N/A	N/A
7. Unsubsidized employment in 4 th quarter after completion of participation in E&T	a. Voluntary		%		[B]
	b. Mandatory		%		[B]
	c. Received high school diploma or equivalency prior to participation in E&T		%		[B]
	d. Received high school diploma or equivalency prior to participation in E&T – education level unknown		%		[B]
	e. ABAWD		%		[B]
8. Completion of an educational, training, work experience, or an on-the-job training component	a. Voluntary		%		[C]
	b. Mandatory		%		[C]
	c. Received high school diploma or equivalency prior to participation in E&T		%		[C]
	d. Received high school diploma or equivalency prior to participation in E&T – education level unknown		%		[C]
	e. ABAWD		%		[C]

Participant characteristics

Provide percentage and number for the following six characteristics of all E&T participants served in the reporting fiscal year:

Characteristic	Characteristic Detail	Percentage	Total Number
9. Voluntary vs. Mandatory	Voluntary Participants		
	Mandatory Participants		
10. Education	Received high school diploma or equivalency (HSE) prior to participation in E&T		
	Did not receive HSE prior to participation		
	Unknown		
11. ABAWD	Has ABAWD status at the start of participation in E&T		
12. Speak English as a second language	English language learners		
	Unknown		
13. Gender	Male		
	Female		

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Characteristic	Characteristic Detail	Percentage	Total Number
	Unknown		
14. Age	Between 16-17		
	Between 18-35		
	Between 36-49		
	Between 50-59		
	60 or older		

ABAWD Pledge State Reporting

Reporting Requirement	Detail
15. The monthly average number of at-Risk ABAWDs offered a position in a qualifying E&T activity or workfare program	
16. The monthly average number of at-risk ABAWDs who participated in such programs	
17. A description of the types of employment and training programs offered to at-risk ABAWDs and the availability of those programs throughout the State.	

State Component Detail Measures

Component	Measure	Value and Percent
Education and Training	Number and percentage of ABAWDs and non-ABAWDS who are in an education or training program intended to lead to a recognized credential.	
	The number and percent of ABAWDs and non-ABAWDS participants who obtain a recognized credential, including a registered apprenticeship, or a regular secondary school diploma or its recognized equivalent, as a result of participating in an E&T component, excluding Workfare.	
Job Search	The total number of ABAWDs and non-ABAWDS referrals to job search unduplicated and duplicated.	
	The total number of ABAWDs and non-ABAWDS participated in Job-Search unduplicated and duplicated.	

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Component	Measure	Value and Percent
	The number and percent of ABAWDs and non-ABAWDS participants who gained employment from their job-search period.	
Workfare	The number placed in Workfare	
	The average number of months spent in Workfare	
	The number employed as a result of the Workfare placement.	
Job Retention	The number of ABAWDs and Non-ABAWDs currently in Job Retention.	
	The number of ABAWDs and Non ABAWDS in their first month of Job retention	
	The number of ABAWDs and Non-ABAWDs in their second month of Job retention	
	The number of ABAWDs and Non-ABAWDs in their third month of Job retention.	
	The number of ABAWDs and Non-ABAWDs that complete the 90 days of retention unduplicated and duplicated.	

Additional State Measures

Measure	Unduplicated	Duplicated
The total number of DSS E&T Referrals, unduplicated and duplicated.		
The total number of individuals who participated in E&T, unduplicated and duplicated.		

Measure	Value	Percentage
The number and percent of program participants who received E&T services and are in unsubsidized employment as a result of the E&T services, under 30 days		
30 to 59 days		
60 to 90 days		

Supplemental Nutrition Assistance Program (SNAP) E&T Report

Template Instructions

National Reporting Measures

Line 1. Unsubsidized employment in 2nd quarter after completion of participation in E&T:

- Data source and time period: Include both the source of data used to capture measure (e.g. UI wage data or Quarterly Wage Records) and clarify what time period is captured (e.g. FY2017Q1 or FY2017: Q1 + Q2). *Note for FY 2017: at time the report is due (January 1) line 1 would only include participants who completed E&T between October 1, 2016 and July 31, 2017. The 2nd quarter of anyone completing participation after July 31 does not begin until October 1, 2017 and should be included in the FY2018 report that is due in January, 2019.*
- Value: Percentage (%) obtained dividing numerator by denominator.
- Numerator/Denominator: The denominator represents those who have completed E&T (not received services in 90 days or more) and the numerator is those who have completed E&T and have earned income.

Line 2. Median Quarterly Wages in 2nd quarter after completion of participation in E&T:

- Data source and time period: Include both source of data and time period.
- Value: Monetary value (\$) of median quarterly wages for those included in the numerator of line 1. This is quarterly wages, not hourly wages. It also reflects the median, not the average. The median quarterly wages is determined by arranging all individual salaries in numerical order, from smallest to largest, and identifying the wage that is in the middle of that list.
- Numerator/Denominator: Not applicable.

Line 3. Unsubsidized employment in 4th quarter after completion of participation in E&T:

- Data source and time period: Include both source of data and time period. *Note for FY2017, if the State is using quarterly wage records or unemployment insurance wage data, it is unlikely to have FY 2017 4th quarter data at this time.*
- Value: Percentage (%) obtained dividing numerator by denominator. Please enter N/A if data is not available.
- Numerator/Denominator: The denominator represents those who have completed E&T (not received services in 90 days or more) and the numerator represents those who have completed E&T and have income in the 4th quarter after completion. Please enter N/A if data is not available. *Note for FY 2017: at time the report is due (January 1), line 3 would only include participants who completed E&T between October 1, 2017 and December 31, 2017. The 4th quarter of anyone completing participation after December 31 does not begin until October 1, 2018 and should be included in the FY2018 report that is due in January, 2019.*

Line 4. Completion of an educational, training, work experience, or an on-the-job training component:

- Data Source and time period: This should include the full Federal fiscal year, not just participants from quarters included in lines 1-3.

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- Value: Percentage (%) obtained dividing numerator by denominator.
- Numerator/Denominator: The denominator should include all E&T participants who participated in an educational, training, work experience, or an on-the-job training component at any time during the Federal fiscal year (October 1-September 30). The numerator reflects all such participants who completed the component according to the component or program's standards. Neither figure includes participants enrolled in job search, job search training, or workfare.

This may reflect a duplicate count if one individual participated in more than one educational, training, work experience, or one-the-job training component.

National reporting measures disaggregated characteristics

Submit summary data that disaggregates each of the national reporting measures. The guidelines and values follow the instructions above. Under these disaggregated measures, the **denominators** in this section are equivalent to the **numerators** used for lines 1, 2, and 4.

Note: The numerators for voluntary and mandatory participants should equal the denominator of both lines when added together. If a State only serves voluntary participants, the value for voluntary participants would be 100% with 100/100 and the value for mandatory would be 0% with 0/100. Likewise, if the State only serves mandatory participants, the value for voluntary would be 0% with 0/100 and for mandatory 100% with 100/100.

Line 5(a)-(e). Unsubsidized employment in 2nd quarter after completion of participation in E&T:

- The denominator for each of the characteristics is equal to the numerator reported in the national measure for unsubsidized employment in the 2nd quarter after completion of participation in E&T (Line 1). The numerator represents the number of individuals who have the particular characteristic (i.e. voluntary; mandatory; received high school diploma or equivalency prior to participation in E&T; etc.)

Line 6(a)-(e). Median quarterly wages in 2nd quarter after completion of participation in E&T:

- Provide the median quarterly wages for those included in the disaggregated characteristics for the unsubsidized employment in 2nd quarter after completion of participation in E&T for each characteristic, such as voluntary, mandatory, etc.

Line 7(a)-(e). Unsubsidized employment in the 4th quarter after completion of participation in E&T:

- The denominator for each of the characteristics is equal to the numerator reported in the national measure for unsubsidized employment in the 4th quarter after completion of participation in E&T (Line 3). The numerator represents the number of individuals who have the particular characteristic, such as voluntary, mandatory, etc.
- If the State does not have data for National Reporting Measure line 3, it would not have data for line 7. Please indicate with N/A.

Line 8(a)-(e). Completion of an educational, training, work experience, or on-the-job training component:

- The denominator for each of the characteristics is equal to the numerator reported in the national measure for completion of an education, training, work experience or on-the-job training component (Line 4). The numerator represents the number of individuals who have the particular characteristic, such as voluntary, mandatory, etc.

Participant characteristics

Helpful hint: To complete the following section, States should use the same data set used to count the number of individual E&T participants that it uses for line 7 of the FNS-583 E&T Program Activity Report. The sum of each line on the outcome report should be equal to the total number of participants reported on the FNS-583.

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Line 9. Voluntary vs Mandatory:

- Of the total number of E&T participants for the entire Federal fiscal year, report the percentage and number who were voluntary and/or mandatory at the time of entry in an E&T program. If a State served only voluntary participants, the value for voluntary participants would be 100%. Likewise, if a State served only mandatory participants, the value for mandatory participants would be 100%. This is an **unduplicated** count.

Line 10. Education: Of the total number of participants for the entire fiscal year, report the percentage and number who:

- Received a high school diploma or equivalency prior to participation in E&T;
- Did not have a high school diploma or equivalency prior to participation in E&T; or
- Education was unknown at time of entry into E&T.

This is an **unduplicated** count.

Line 11. ABAWD:

- Of the total number of participants for the entire fiscal year, report the percentage and number of all E&T participants that were ABAWDs at the start of participation in E&T. This is an **unduplicated** count.

Line 12. Speak English as a Second Language: Of the total number of participants for the entire fiscal year, report the percentage and number of all E&T participants:

- Who were English language learners; or
- Language learning status was unknown.

This is an **unduplicated** count.

Line 13. Gender: Of the total number of participants for the entire fiscal year, report the percentage and number of all E&T participants that were:

- Male;
- Female; or
- Gender was not known.

This is an **unduplicated** count.

Line 14. Age: Of the total number of participants for the entire fiscal year, report the percentage and number of all E&T participants within each age bracket. Classification should be based on age at the start of participation in E&T. This is an **unduplicated** count.

ABAWD Pledge State Reporting

Only States that commit in their State E&T Plan to offering all at-risk ABAWDs a slot in a qualifying education, training or workfare activity to every at-risk ABAWD applicant or recipient and who have received an additional allocation of funds must include the following information in their annual report.

Lines 15-16 should be represented with a number (each represents a monthly average of the element described below). Line 17 is a narrative description. However, the State may provide additional detail on the numbers reported under "Detail" if there are anomalies in the data that warrant explanation.

Line 15. The monthly average number of individuals in the State who meet the conditions of an at-risk ABAWD:

- Provide the monthly average number of individuals in the State who meet the conditions of an at-risk ABAWD, which is the monthly average of the sum total of those ABAWD applicants or recipients who:

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- 1) Are in the last month of the 3-month time limit;
- 2) Do not live in an area covered by a waiver of the time limit; and
- 3) Are not part of a State's 15 percent ABAWD exemption allowance.

Line 16. The monthly average number of individuals to whom the State offered a position in a qualifying E&T activity or workfare program:

- Provide the monthly average number of at-risk ABAWDs (those identified in line 15) to whom the State offered a position in a qualifying E&T activity (education, training, or workfare).
- This would include individuals who were outreached for services even if they did not attend the first appointment.

Line 17. The monthly average number of individuals who participated in such programs:

- Provide the monthly average number of ABAWDs who were offered a position (line 16) **and** participated in a qualifying E&T activity. This would not include individuals who participated in comparable workfare, optional workfare, WIOA programs, or other work programs outside of E&T as those programs are not funded with SNAP E&T funds.

Line 18. A description of the types of employment and training programs the State agency offered to at-risk ABAWDs and the availability of those programs throughout the State:

- Provide a brief description of the employment and training programs the State agency offered to at-risk ABAWDs. This description should include the types of education, training and workfare components as well as the availability of those programs throughout the State.

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Budget Worksheet page 2

Category / Description	Amount	50% State	Narrative/Justification
<u>Contractual</u> Include the portions of rent, utilities, telephone, internet, Insurance, maintenance, etc. that will be paid by the Agency			
Total: Contractual			

<u>Supplies</u> Include office supplies, supplies for routine building maintenance (janitorial), medical supplies, program supplies, and other related expenses			
Total: Supplies			

<u>Other Equipment</u> Specify Items or lots costing \$1000.00 or more and having a useful life of more than one year			

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Appendix E – Budget Summary Sheet
Budget Summary
Sheet

Categories	50 % State	Amounts
Staff Salaries		
Fringe Benefits		
Travel / Training		
Mileage (Rate \$0.00 X 0000 miles)		
Training		
Other (specify)		
Contractual		
Rent		
Electricity		
Heat		
Communications		
Other Utilities		
Printing / Advertising		
Postage		
Insurance		
Repairs		
Other (specify)		
Supplies		
Office		
Janitorial		
Medical		
Program		
Other (specify)		
Equipment / Other Direct Costs		
Other (specify)		
Indirect Costs		
Other (specify)		
TOTAL BUDGET		