

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
VOCATIONAL REHABILITATION INTEGRATED EMPLOYMENT SERVICES
ISSUED BY THE DIVISION FOR THE VISUALLY IMPAIRED
CONTRACT NUMBER: HSS-20-048**

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I. Overview

The State of Delaware Department of Delaware Health and Social Services seeks proposals for the provision of Integrated employment services to Vocational Rehabilitation consumers served through the Division for the Visually Impaired. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to provide these 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: July 3, 2020
Pre-Bid Meeting	Date: July 14, 2020, 1:00 PM (Virtual)
Deadline for Questions	Date: July 17, 2020
Response to Questions Posted by:	Date: July 24, 2020
Deadline for Receipt of Proposals	Date: August 24, at 11:00 AM (Local Time)
Estimated Notification of Award	Date: September 15, 2020

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the

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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.

PREBID MEETING

A pre-bid meeting will be held on July 14, 2020, at 1:00 PM via teleconference at: **(302) 526-5475, ID No. 3661350#**. While not mandatory, the pre-bid meeting gives applicants an opportunity to walk through the RFP boilerplate, the RFP process, and address any questions or concerns from potential bidders.

II. Scope of Services

The Division for the Visually Impaired is seeking competitive integrated employment services that incorporate WIOA 2014 legislative directives per Rehabilitation Services Administration (RSA) regulations consistent with DVI Policy. The purpose is to assist job seekers who are blind and severely visually impaired to be offered the full array of vocational services including pre-employment exploration, skills attainment, career pathways assistance, supported employment and retention. DVI intends to empower all DVI eligible job seekers to explore, plan, implement and achieve their short, mid and long-term goals resulting in employment with supports as needed.

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 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 V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)

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4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

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 and at <https://dhss.bonfirehub.com>.

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 through Bonfire at <https://dhss.bonfirehub.com>. 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 information posted at <https://dhss.bonfirehub.com>. The RFP designated contact is:

Jamie Towns
1901 N. Dupont Highway
Biggs Building #3
New Castle, DE 19720
Jamie.Towns@delaware.gov

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.

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.

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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) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. **ALL PROPOSALS MUST BE SUBMITTED ONLINE** at <https://dhss.bonfirehub.com/>. **Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted.**

2. 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.

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3. Proposals

To be considered, all proposals must be submitted through Bonfire at <https://dhss.bonfirehub.com/> and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals.

All proposals must be submitted prior to **11:00 AM (Local Time) on August 24, 2020.**

PROPOSAL REQUIREMENTS

- a. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses received after the Proposal Due Date and Time will not be accepted
- b. Upload your submission at: <https://dhss.bonfirehub.com>

Important Notes:

- • Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and **MUST** click the submit button before the proposal due date and time.
- • Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- • Each submitted item of Requested Information will only become visible to DHSS after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- • Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- • Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.
- Notarizations are no longer required.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com or 1(800)654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Any proposal submitted after the Deadline for Receipt of Proposals date will not be accepted. 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.

4. Proposal Modifications

Any changes, amendments or modifications to a proposal must be submitted through Bonfire prior to the proposal due date. Changes, amendments or modifications to

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proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

5. 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, system demonstrations or negotiation process.

6. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through 9/30/2021. The State of Delaware reserves the right to ask for an extension of time if needed.

7. Late Proposals

Proposals submitted after the specified date and time will not be accepted by the Bonfire Portal. 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 by Bonfire

8. Proposal Opening

The State of Delaware will receive proposals via Bonfire until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware personnel. There will be no public opening of proposals, but a 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](#).

9. 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.

10. 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.

11. 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 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.

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12. 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 file labeled "Confidential Business Information" and include the specific RFP number. The file 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 file 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 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.

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13. Price Not Confidential

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

14. 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.18 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.

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.

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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.

15. 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.

16. 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

Questions must be submitted before the due date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal \(https://dhss.bonfirehub.com\)](https://dhss.bonfirehub.com).

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

To contact Delaware Health and Social Services or ask questions in relation to this RFP, respondents must register with the Organization's public purchasing portal at <https://dhss.bonfirehub.com> (the "Portal") and initiate the communication electronically through the Opportunity Q&A. Delaware Health and Social Services will not accept any respondent's communications by any other means, except as specifically stated in this RFP.

17. 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

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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.

18. 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.

19. 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.

20. 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. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

21. 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.

22. 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 and

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<https://dhss.bonfirehub.com>. 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.

23. 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.

24. 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.

25. 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 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 will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

26. 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 solicitation. **State of Delaware terms will take precedence.**

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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 Division Director, 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 vendor 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.
- Select more than one vendor pursuant to 29 *Del. C.* §[6986](#). Such selection will be based on the following criteria:

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- Each Vendor's Proposal shall be carefully weighed by the Evaluation Team to determine strongest strengths in each of the service requirements and awards shall be determined based upon service area strongpoints.
- Each Vendor's Contract shall stipulate the specific service deliverables expected by the Division.

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:

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

Criteria	Weight
<ul style="list-style-type: none"> • Experience & Capability: • Bidder demonstrated experience and capacity to provide services as described. • Bidder Demonstrated capability to coordinate services with other agencies and resources in the community. • Bidder detailed quality assurance and evaluation plans for the proposed services; including methodology. • Bidder demonstrated positive performance and performance outcome measures. • Bidder's facilities, hours of operation, flexibility, demonstrate the ability to serve all DVI job seekers. • Bidder described how consumer satisfaction is collected, analyzed and used to benefit service. 	20
<ul style="list-style-type: none"> • Project Organization and Vendor Staffing: • Bidder identified qualified personnel and appropriate credentials/certifications, insurance and licensure necessary to provide the services identified in the proposal. • Bidder clearly identify personnel providing direct services pre the proposed schedule of programming. 	20
<ul style="list-style-type: none"> • Service Description: • Bidder defined program(s) goals and objectives, measurable outcomes, use of research-based literature, and relevant statistics in the proposal (10 points). • Bidder detailed the nature of services (how, what, when and where services will be offered), measurable outcomes, strategies, curriculum, and materials (25 points). • Bidder demonstrated their ability to serve people who are blind, severely visually impaired, and/or have multiple disabilities and their knowledge of high- and low-tech assistive technologies (15 points). 	50
Linkages and Partnerships	10

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<ul style="list-style-type: none"> Bidder described linkages with community organizations, employers and other partnerships to enhance service(s). 	
Bonus Points <ul style="list-style-type: none"> Bidder presented contextualized learning opportunities where job seekers are immersed in authentic, employer-engaged work experiences. 	10
Safe Harbor Fee	0
Total	110

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.	

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.

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.

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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.

The selected vendors 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 a one (1) year period with two (4) optional extensions for a period of one (1) year for each extension.

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- b. The selected vendor 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 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 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.
- 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.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

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

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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 will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, 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

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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 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.

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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*.

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:

**The Division for the Visually Impaired
1901 N. Dupont Highway
Biggs Building #3
New Castle, DE 19720
Attention: Jamie Towns**

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.

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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
- 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. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

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- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

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Department of Health and Social Services
Division for the Visually Impaired
Division for the Visually Impaired
Contract No: HSS-20-048
1901 N. Dupont Highway
Biggs Building #3
New Castle, DE 19720

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

To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

In no event shall the State of Delaware be named as an additional insured on any policy required under this agreement.

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided 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.
7. Minimum insurance requirements are noted in 3b.

h. Performance Requirements

The selected Vendor 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

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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.

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 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.

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, the Division for the Visually Impaired 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.

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If the matter is not resolved by negotiation, as outlined above, or, alternatively, Agency 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 Agency, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of the Agency Director, for final and binding arbitration. Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by 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. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section 8.o above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

r. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the Division for the Visually Impaired.

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

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

s. Non-discrimination

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

t. Covenant against Contingent Fees

The successful vendor 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.

u. 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.

v. 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

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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 for the Visually Impaired.

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

x. 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.

y. 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.

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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.

z. 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 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](#)

aa. 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.

bb. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor 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.

cc. 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;

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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 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.

dd. 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.

ee. 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.

ff. 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.

gg. 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

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and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

hh. 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 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.

ii. IRS 1075 Publication (If Applicable)

1. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

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The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

2. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain

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individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. Inspection

The IRS and the Agency, with 24-hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

jj. 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.

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5. **Status Reporting** – The selected vendor 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 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. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number HSS-20-048 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **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.
14. **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

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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 – Office of Supplier Diversity Application
- Attachment 10 – Proposal Information Summary Form
- Attachment 11 – Development, Placement, and Coaching Report
- Attachment 12 – DVI Placement Agreement
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – Budget Summary

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, and 5 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 the Fiscal Unit, with a copy going to the contract officer identified as your point of contact. 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 vendorousage@delaware.gov 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 Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment 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.

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Attachment 2

CONTRACT NO.: HSS-20-048
CONTRACT TITLE: Vocational Rehabilitation Integrated Employment Services

DEADLINE TO RESPOND: August 24, 2020 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, Division for the Visually Impaired.

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, Division for the Visually Impaired.

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

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	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, 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 _____

Attachment 3

Contract Title: Vocational Rehabilitation Integrated Employment Services

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

[illegible]

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Attachment 4

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment Services

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

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Attachment 5

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment 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

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment Services

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. HSS-20-048	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div>4d. Women Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4e. Minority Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4f. Disadvantaged Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4g. Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div> <div style="display: flex; justify-content: space-between;"> <div>4h. Service Disabled Veteran Owned Business Enterprise</div> <div><input type="checkbox"/> Yes <input type="checkbox"/> No</div> </div>	
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**

Attachment 7

State of Delaware - Monthly Usage Report

Contract Number / Title: _____

Check here if there were no ☐
transactions for the reporting period

Report Start Date: _____
Report End Date: _____
Today's Date: _____

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to DVYPurchaseFiscal@delaware.gov it shall contain the six-digit department and organization code for each agency and school district.

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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 Tax ID*	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@delaware.gov



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:
<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

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PROPOSAL INFORMATION SUMMARY FORM

Attachment 10

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment Services

Name of Organization

Street Address

City/State/Zip Code

Project Manager/Title

Telephone Number

Fax Number

E-mail Address

Location(s) of Program Operations

Consumers Served

Organization Type:

☐ Non-Profit

☐ Private for Profit

☐ Educational

☐ Governmental

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Services Included in Proposal

<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____

Other

Consumers Served Per Year: _____

Outcome Rate (Completion %) Anticipated Per Year: _____

Total Number of Direct Service Staff Working Directly with Consumers: _____

Certificate of information and authorized signature:

I hereby certify that to the best of my knowledge all information contained in this application is accurate and complete, that this is a valid application, and that I am legally authorized to sign and represent this organization. I hereby certify that my organization is not barred from doing business with the State of Delaware or the US Government.

Signature

Date

Printed Name

Date

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DEVELOPMENT, PLACEMENT, AND COACHING REPORT

Attachment 11

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment Services

Job Development Phase _____
1 day _____
30 day _____
60 day _____
90 day _____

Participant & Referral Information

Name	_____	DOB	_____
Address	_____	Phone#	_____
Referred By	_____	Agency	_____
(Agency & Representative)	_____	Rep	_____
	_____	Phone#	_____

Vendor Information

Placement Staff	_____	Email	_____
Placement Agreement Date	_____	Phone #	_____

Employer Information (n/a if in job development phase)

Employer	_____	Start Date	_____
Address	_____		_____
Supervisor Name	_____	Phone#	_____

Position Information (n/a if in job development phase)

Position	_____	DOT Code	_____
Wages (hourly or annually)	_____	# of hours	_____
Full or part time?	_____	Temp to	_____
	_____	Perm?	_____
Benefits?	_____	Effective Date	_____
Describe Job Duties	_____		
Reasonable accommodations required	_____		

Job Coaching (n/a if not authorized)

# hrs. authorized	_____	# hrs used	_____
-------------------	-------	------------	-------

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Narrative (includes activities regarding job development, readiness, placement, and coaching. Include progress, barriers, issues and how issues were resolved)

Staff Name

Signature

Date

Program Supervisor Name

Signature

Date

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DVI PLACEMENT AGREEMENT

Attachment 12

Contract Number: HSS-20-048 **Contract Title:** Vocational Rehabilitation Integrated Employment Services

The following agreement has been established among the parties named below for the purpose of defining the job characteristics and associated services considered appropriate to conduct job development and placement services for _____. This agreement is effective on the date signed by all parties and subject to revision based upon mutual agreement of all parties.

A. Additional services / evaluations needed prior to finalization of agreement.

Click or tap here to enter text.

B. Type of job sought (specify job title and give brief narrative description.

Click or tap here to enter text.

C. Define acceptable geographical area.

Click or tap here to enter text.

D. Wage and benefit requirements.

Click or tap here to enter text.

E. Acceptable Work Schedule (days and hours)

Click or tap here to enter text.

F. Additional services needed to ensure successful employment (e.g. on-site training, transportation, etc.)

Click or tap here to enter text.

G. Other – specify any additional job match characteristics deemed necessary.

Click or tap here to enter text.

Participant

Signature

Date

Staff Name

Signature

Date

DVI-VR Counselor

Signature

Date

STATE OF DELAWARE
Division for the Visually Impaired

Contract Number: HSS-20-048

Contract Title: Vocational Rehabilitation Integrated Employment Services

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. **Also, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States.**
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 submit proposals to following :

1. Proposals shall be submitted online at <https://dhss.bonfirehub.com/>

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Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

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I. Scope of Work Introduction

The State of Delaware Department of Health and Social Services, Division for the Visually Impaired (DVI), seeks professional Vocational Rehabilitation (VR) services for statewide delivery. DVI is requesting proposals for a variety of placement focused services for individuals who are blind, severely visually impaired and those who have vision loss and multiple disabilities. There are eight services identified in this RFP. Bidders do not need to respond to all services; they may respond to the services of choice. Bidders will identify services included in the bid on the *Proposal Information Summary Form* (Attachment #10) and follow the submission instructions. It is the goal of this Request for Proposal to identify Vendor(s) and execute a contract(s). This is a multiple source; multiple year contract with the option of extension at the discretion of DVI based upon performance and available funds. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

DVI is seeking competitive integrated employment services that incorporate WIOA 2014 legislative directives per Rehabilitation Services Administration (RSA) regulations consistent with DVI Policy. The purpose is to assist job seekers who are blind and severely visually impaired to be offered the full array of vocational services including pre-employment exploration, skills attainment, career pathways assistance, supported employment and retention. DVI intends to empower all DVI eligible job seekers to explore, plan, implement and achieve their short, mid and long-term goals resulting in employment with supports as needed.

Current Vendors are required to bid on any or all services covered by their Contract(s) in order to continue contracting with the State of Delaware for said service as delineated in this RFP released for Federal Fiscal Year 2021- 2022.

II. General Elements for all Services Included in this Request for Proposal

1. Vendor will use methods and practices that are in accordance with professional standards in the rehabilitation industry and with the standards of the Commission on Accreditation of Rehabilitation Facilities.
2. Vendor will collect program performance data, including outcome measures, and will conduct consumer satisfaction surveys. Vendor will share program data and consumer satisfaction information with DVI as requested.
3. Vendor will use qualified personnel who meet appropriate certification and professional standards to provide services.
4. Vendor will provide written feedback to DVI on the job seeker's progress at least monthly and consult with VR Counselor to discuss any substantive issues that arise during time of service.
5. DVI documentation standards and forms will be utilized and adhered to for all services provided unless otherwise noted.
6. Vendors are subject to annual quality assurance reviews conducted by DVI to assure that quality standards are met.
7. Vendor program staff will participate in blindness related training at least annually and will coordinate with DVI-VR District Administrator to attend DVI sponsored training and/or identify other relevant training opportunities.
8. Vendor's facility and program will meet program accessibility requirements, as applicable, of the Architectural Barriers Act of 1968, the Americans with Disabilities Act of 1990, section 504 of the Act, and the regulations implementing these laws.

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9. Referrals: Every job seeker referral for services will include a DVI referral form from the DVI-VR counselor and a purchase order for the agreed upon terms and units of service. The DVI counselor will submit additional documentation in accordance with this agreement as deemed necessary that will allow the Vendor to make timely and appropriate decisions in serving DVI job seekers. Referral documentation submitted to the Vendor may only be interpreted and utilized by qualified staff. Following receipt of referral, the Vendor is required to contact the DVI counselor within 10 days to schedule a meeting with the job seeker and DVI counselor prior to providing services. No payment will be made for services under this purchase of service agreement in the absence of a referral purchase order. DVI and the Vendor will agree upon a list of information and documents that will accompany a referral, to enable the Vendor to provide services as requested. Examples of referral information documents include but not limited to the following:
 - a. Desired/expressed vocational goal
 - b. Detailed employment history and brief service history,
 - c. Detailed education, trainings, and/or certifications or licenses,
 - d. Criminal background information,
 - e. Certificate of determination and/or current status of limitations, e.g. job site/job duties concerns, stamina for standing and/or length of workday, lifting restrictions, environmental issues i.e. hot/cold, indoor/outdoor, working around men, women and/or children,
 - f. Preferred number of hours per day/per week and preferred wages,
 - g. Mode of Transportation, e.g. public, personal vehicle or assisted transportation and/or the anticipated level of need,
 - h. Location of employment, e.g. distance willing to travel for employment,
 - i. Benefits status and/or projected need,
 - j. Psychiatric/Psychological information (current within 3 years) as applicable, and/or
 - k. Division of Developmental Disabilities Service status (if applicable).
10. Vendor will not deny services to DVI job seekers on the basis of national origin, race, sexual orientation, gender, disability, age, or socioeconomic status. Vendor may only deny services to a DVI job seeker based on an objective, individualized assessment of the job seeker. The Vendor will submit a formalized report with an appropriate statement related to their inability to serve the individual to the DVI counselor of that job seeker within two weeks of receipt of referral.
11. DVI is required to provide services statewide to offer opportunities for eligible individuals with blindness, severe visual impairments, and possibly multiple disabilities; inclusive of individuals who communicate using American Sign Language (ASL) supports. Additionally, DVI is looking to provide services to historically underserved groups, including Latino and Amish communities, as well as Veterans.
12. Vendors will be asked to submit samples templates of forms they use for various services throughout the Scope of Work. DVI will review the content of vendor forms to assure they meet documentation expectations. DVI may request Vendor revise forms if necessary, to include additional elements.

III. Response Requirements

There are eight services identified in the Division for the Visually Impaired (DVI) RFP No. HSS-20-048 (**SOW IV – XI**). Bidders do not need to respond to all services; however, complete responses are expected for the services of choice. The evaluation team will rate and rank each proposal based on how well the responses are answered.

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Bidders will identify services included in the bid on the *Proposal Information Summary Form* (Attachment #10), complete a proposal using the format below, and follow the submission instructions. Bidders will provide the following information for each service **(SOW IV – XI)** proposed in the order they appear in the Request for Proposal.

1. Experience and Capability

- a. Vendor will describe the ability of the organization to manage grant-funded initiatives and operate high quality programs.
- b. Description of service(s) provided for job seekers who are blind, severely visually impaired and/or those with multiple disabilities.
- c. Performance measures (i.e. post-training employment rates, average hourly wages of job seekers placed, etc.) from past performance (if applicable).
- d. If proposing a new program(s), describe other successful service(s) including performance measures or the ability to operate high quality programs.
- e. Detailed quality assurance and evaluation plans for the proposed services; including methodology.
- f. Facilities, hours of operation, flexibility, and ability to serve all DVI job seekers.
- g. Demonstrated capability to coordinate services with other agencies and resources in the community.
- h. Description of how consumer satisfaction is collected and analyzed and used to benefit service.

2. Project Organization and Vendor Staffing

- a. Description of program administrators and supervisors that includes a demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed service(s).
- b. Description of Vendor's staff, experience, qualifications, caseload sizes, and other information to prove ability to provide service(s).

3. Service Delivery

- a. Using service descriptions (Statement of Work IV-XI), provide a detailed description of service design including, location where services will be provided, length and frequency of services delivered, participant capacity, processing of referrals, coordination and communication with DVI staff, and description of strategies used to implement service and overcome barriers.
- b. Description of program goals and measurements. Measurements should include reporting on milestones (as applicable).
- c. Demonstration of knowledge of high- and low-tech assistive technologies used to provide services (if applicable).
- d. Demonstrated ability to serve people who are blind, severely visually impaired, and/or have multiple disabilities (i.e. Deafblind, blind & ID/DD, etc.)
- e. Other relevant program design and service delivery information.

4. Linkages and Partnerships

- a. Describe linkages with other DVI programs such as, Orientation & Mobility, Assistive Technology Training Center, and Independent Living Services.
- b. Describe community linkages, key people/organizations, and other partnerships that enhance your program's services and quality. Please include employers who will provide the work experience/internship.
- c. The bidder is encouraged to develop and identify linkages with other resources, employers, educators, and services.

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IV. Community-based Assessment

1. Community-based Assessment Description

The Division for the Visually Impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide community-based assessments to job seekers referred by the DVI consistent with the current standards of industry and accreditation organizations, such as to provide an employability assessment for specific jobs in the community. Vendor will provide an overview of the equipment and tools to be used (if applicable); assessment locations; minimum requirements necessary to participate in the assessment; and assessment objectives. At a minimum, community-based assessment must address the following questions:

- a. Does the job seeker have the skills and abilities required to perform their preferred work activities?
- b. Are there limitations not previously noted by the rehabilitation counselor?
- c. How does the job seeker interact with supervisors and coworkers?
- d. How does the job seeker handle job stress?
- e. Can the job seeker transfer learning from one task to another?
- f. On which vocational task(s) does the job seeker demonstrate the greatest potential?
- g. Does the job seeker have a personal system of support to assist with employment goal attainment?
- h. Are there any environmental factors that would assist with job success?

Any areas of concern throughout the assessment process must be addressed in writing and in person with the DVI counselor. Assessments must occur at work site commensurate with the individual's employment goal of choice.

Unit of Service: Day (number of days to be determined on an individual basis)

2. Payment and Rate Schedule

Compensation will be paid to the Vendor by DVI at the rate of Five Hundred and Twenty-Five Dollars (\$525.00) for each unit of service, which is one day (day - minimum of four [4] hours) of service authorized by the DVI-VR counselor, upon completion of the authorized unit(s) of service, and transmittal of assessment report.

Payment will be made when the invoice, purchase order, and assessment report are submitted to the DVI-VR counselor. All information must be submitted within ten working days after service is complete. All required documentation of service and reports must be included with the authorization in order for the Vendor to receive payment.

3. Documentation of Services

The Vendor will submit with proposal an example of the organization assessment report that answers the questions noted above and those identified by the DVI-VR counselor. The report will include detailed recommendations that will help job seeker achieve employment. Recommendations should include, at a minimum, the need for additional services, types of employment (including customized), support needed to obtain employment, support needed to achieve independence at work, support needed to maintain employment.

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V. Career/Job Development, Focused Job Search, Employment Placement and Retention Services

1. Career/Job Development, Focused Job Search, Employment Placement and Retention Services Description

The Division for the Visually Impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide job development, placement and retention services to consumers referred by DVI in a way that provides each job seeker with individualized support needed to achieve employment outcomes consistent with their Individualized Plan for Employment (IPE) and job placement agreement. The employment outcome will be consistent with individual interests, abilities and preferences. Current industry standards and practices, consistent with accreditation organizations, will be applied throughout the service provision. Job development, job placement and job retention services will include:

- a. The development of job-seeking skills (develop a resumé or employment proposal, assist with career attire and/or personal appearance, develop job interviewing skills, provide guidance and instruction on disability disclosure, etc.).
- b. Person-centered job development (assist with job application process, contact employers, facilitate job interviews) while supporting concurrent independent job search.
- c. Job analysis (identify essential job functions, develop a job training plan).
- d. Direct intervention with employer (assist job seeker with interview, orient job seeker to the job, orient job seeker to work schedule, develop initial natural supports, follow up with employer during the first 90 days of employment).
- e. Transportation planning (develop transportation arrangements) and coordination with DVI Orientation and Mobility program as needed.
- f. Coordination of financial considerations (assist with coordination of financial support services, Social Security benefits, other public and private sources).
- g. Coordinate with employers and/or DVI to assure job seekers have appropriate assistive technology to complete job duties.

Job development, placement and retention services require:

Vendor will provide services as required and agreed upon by the DVI-VR counselor and job seeker and/or will provide follow up services for a period of time agreed upon by the DVI-VR counselor, Vendor and the job seeker.

Prior to beginning job development, the job seeker, the DVI-VR counselor and the Vendor must outline the job characteristics and associated services in a *DVI Placement Agreement* (Attachment #12). The agreement will include the desired job, wages, location, and hours. In addition, the agreement will outline the means of transportation, childcare, assistive technology, and ancillary services to assure success. The agreement will be time-limited and must be signed by the Vendor, job seeker and counselor.

Unit of Service: Outcome-based milestones

A. Milestones

1. Career/Job Development Milestone

- a. Assist job seekers to develop soft skills needed for employment to include, but not limited to, personal hygiene, attire, interviewing techniques, and appropriate workplace language and behavior.
- b. Utilize strengths and interests to identify appropriate employment title that support stated vocational goals and career focused steps for career advancement.
- c. Register with Department of Labor, Division of Employment & Training, Delaware Joblink (DOL/DET Joblink).

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- d. Create and update resumes and cover letters.
- e. Facilitate job shadowing and informational interviews with businesses and that support focused job search action plan. Learn to utilize online tools, e.g. VirtualJobShadow.com as exposure and preparation for on-site job shadowing, trial work and/or volunteer position.
- f. Assist with development of additional skills and resources needed to obtain and retain employment (i.e. financial literacy, transportation, social services, family relationships, independent living, ADA, assistive technology, Social Security benefits, APEX Program and remediation of criminal history, etc).

B. Focused Job Search Milestone

- a. Based upon the Placement Agreement, IPE and Career Plan, assist job seeker to develop a 30-day job search plan for identified career category, locate openings, and research the employers. Utilize job search logs by searching the internet for printable forms to track progress.
- b. Assist job seekers to seek out job fairs, job clubs to share as mutually beneficial support network, and track activities. Providers are encouraged to host job clubs or assist in collaborative agency job clubs.
- c. Utilize a combination of strategies to develop relationships with potential employers with whom there is an interest or a desirable job. Develop a script, practice and implement to create an employment opportunity. Track cold calls and business engagement strategies on Job Search Log. Providers are encouraged to engage employers as preliminary informational interviewing to assess employer needs and align the employment search with the identified career category of job seeker(s).
- d. Using interview skills learned in Career/Job Development phase, job seeker will practice interview questions and responses with peers and Vendor, thank interviewers after meeting and track on job search log.

C. Employment Placement, Retention and Advancement Milestone

- a. Upon job acceptance, job seeker should develop a daily schedule, participate in orientation, understand employer policies and procedures, ask for assistance when needed, and utilize the tools and resources learned throughout the placement process. The job seeker will update their career plan to include all job activities, work with on-site employer supervisor and contracted job coach to learn job tasks and develop natural supports. During the first ninety days, the job seeker and/or the Vendor will frequently request supervisory feedback to ensure job performance meets expectations.
- b. Prior to completing ninety days of employment, Vendor will discuss career advancement opportunities and encourage consumer to update the Career Plan (based on personal timetable for advancement).

2. Payment and Rate Schedule

Total of successful completion of all milestones \$3200 will be disbursed as follows:

Career/Job Development Milestone (\$500): Vendor submits resume, report and invoice to DVI-VR counselor when registration in DE JobLink, resume, and pre-employment job readiness services are completed.

Focused Job Search Milestone (\$1500): Vendor may submit report and invoice to DVI-VR counselor on or after the job seeker's first day of employment. Vendor will confirm start date with DVI-VR Counselor in order to remain consistent with reporting.

Employment Placement, Retention and Advancement Milestone: (\$1200) Vendor will continue to

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provide monthly reports regarding progress and performance of the job seeker and may submit the final report and invoice to DVI-VR counselor for payment upon completion of ninety days of successful employment.

3. Documentation of Services

Vendor will use the *DVI Placement Agreement* (Attachment #12).

Prior to placement, monthly progress reports will be submitted to the DVI-VR counselor utilizing the *DVI Development, Placement & Coaching Report* (Attachment #11).

Once a job seeker accepts a job, the *DVI Development, Placement & Coaching Report* (Attachment #11). will be submitted to the DVI-VR counselor within two weeks (14 days) of placement.

VI. Job Coaching (ASD)

1. Job Coaching Services Description

The Division for the Visually impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide job coaching services to job seekers referred by DVI that assist an individual to perform the essential functions of the job, address job related issues, or other issues that impact job performance, so that the job seeker can successfully achieve an employment outcome. Job coaching services may be provided at the job site, or other appropriate location as required. The services provided will be consistent with the current standards and practices of the industry, certification and accreditation organizations. Job coaching services will include:

- Employment-related skills training that include helping employers to train job seekers on work tasks; maintaining work schedules; time management; and, assisting to develop effective communication.
- Maintenance of appropriate work and interpersonal behaviors (develop and implement fading plan, short-term training and follow-up with participant) and,
- Other training needs as agreed upon by the DVI-VR counselor and job seeker. May include some of the following (elementary money management, coordinate job accommodations and natural supports, recommend assistive technology evaluation, training in the use of public transportation), and
- Progress reports, at least monthly, to DVI.

Unit of Service: Hour (number of hours to be determined on an individual basis; requests for more than 80 hours of coaching per month will require approval by DVI-VR District Administrator)

2. Payment and Rate Schedule

Compensation will be paid to the Vendor by DVI at the rate of **Fifty-five dollars (\$55.00)** for each unit (hour) of service authorized by the DVI-VR counselor upon completion of the authorized unit(s) of service as documented in a completed Progress Report. Authorized job coaching hours consist of direct hours of service to the job seeker or on behalf of the job seeker at the job site are billable. Travel time and other activities incidental to the provision of services are not considered billable hours.

3. Documentation of Services

During the job coaching phase, Vendor will submit a monthly summary job seeker progress on the *DVI Development, Placement & Coaching Report* (Attachment #11).

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VII. Job Skills Training

1. Job Skills Training Description

To provide Job Skills Training that will assist job seekers with severe visual impairments or blindness, and job seekers who have severe visual impairments, blindness and other disabilities to achieve meaningful employment outcomes. Training should include classroom instruction, occupational training and paid work experiences leading to employment.

Training programs should be supported by employers in the community and consistent with high demand job areas in Delaware's economy according to the Office of Occupational and Labor Market Information. Proposals for occupational skills training in occupations not targeted in the Office of Occupational and Labor Market Information must include comprehensive documentation supporting the need for training.

- a. Vendor will describe how the curriculum, instructional material and educational methods are designed to train job seekers referred by DVI.
- b. Vendor will describe how their training is consistent with the Office of Occupational and Labor Market Information in-demand occupations. If the training is not part of the in-demand occupational list, the Vendor must explain with supporting documentation the need for the training.
- c. Vendor will identify the specific competencies which are the outcome objectives of the training program, including specific skills and level of competencies; and demonstrate that the outcome objectives are consistent with the competencies required by employers for specific job titles targeted by the training program.
- d. Provide a comprehensive outcome statement that describes what a job seeker will have achieved after successfully completing the proposed job skill training program. This should include credential(s) received, job title, and expected wages.
- e. Describe the program schedule and intensity that includes all program components. It should be clear when enrollments are to occur, when each component (classroom training and work experience internship) begins and ends, classroom site location, training schedule, and training hours planned for each component.
- f. Include in the description how the training will meet employer needs. Include the employer's name(s) and contact information for employers that have provided input.
- g. Include in the description how the program integrates work-based learning activities. Include how many job seekers can participate in work experience (at a minimum 50% of enrollments) as well as the intensity of the planned work experiences.
- h. Include in the description how the program addresses work readiness/soft skills that are in demand (such as problem solving, teamwork, oral and written communication, organization skill, and Microsoft Office products).
 - **Contextualized Learning (20 Bonus Points)** Education and training focuses on academic and technical content. Curricula and instructional strategies are designed to engage employers through authentic work experiences and to help adults attain work-readiness skills. Work based learning where participants have the opportunity to engage and learn from employers is a required element. This should include job simulated work environments on site and or, paid work experiences off site.
- i. Attach the proposed training curriculum

Unit of Service: Week (6 hours/day & 3 full days unless approved by DVI)

2. PAID WORK-BASED EXPERIENCE

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The Division for the Visually Impaired (DVI) requires all Work Experiences (including On the Job Training and Internships/Externships) that result in any job seeker working for Vendor or off-site at a participating employer to be paid.

Work Experiences are defined as a planned, structured learning experience that takes place in a workplace for a limited period of time. The goal is to provide hands-on experience that reinforces the classroom training. It also provides skills that may be added to job seekers' resumes as well as linking participants to local employers.

A work experience may take place in private, non-profit or the public organizations. Labor standards apply in any work experience where an employee/employer relationship as defined by the Fair Labor Standards Act or applicable State law exists.

All participants will be paid at least the State of Delaware minimum wage. Vendors will be reimbursed for participant wages at the state of Delaware's minimum wage. If they choose to, the Vendor may supplement wages above minimum wage but will not receive reimbursement over minimum wage.

While in a paid Work Experience, all participants will be paid as employees and may not be classified as independent Vendors that would necessitate the issuance of a form 1099. Vendors will indicate if they participants will be on the vendor payroll or if vendor will use a temporary staffing agency during the work experience.

Unit of Service: Week (approval required for any Work-based Learning Experience that exceeds 120 hours)

3. PAYMENT RATE AND SCHEDULE

The bidder is required to complete the attached *Budget Summary* (Appendix C) and submit as part of the Scope of Work to serve as the justification for the unit cost of service to be provided under this contract.

Vendors may submit and negotiate rates based on the following table:

Vendor Name	
Training Name	
Number of Weeks (up to 18)	
Training Weekly Rate (up to \$700)	
Work Experience Weekly Rate (up to 120 hrs.)	

Compensation for part-time participation less than four hours daily will be proportional to the amount of participation.

Payment will be made for services provided under the purchase of service agreement when the invoice is generated and sent with purchase order to the DVI-VR counselor, within five (5) working days after service is completed.

All required documentation of service and reports must be included with the authorization in order for the Vendor to receive payment. Paid work experiences will be reimbursed to the Vendor at Delaware's minimum wage rate.

4. DOCUMENTATION OF SERVICES

Training Curriculum: will be sent by the Vendor to the Contract Administrator at the start of each contract period.

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Training: Vendor will use their own Vocational Training Progress Reports and will submit a copy with proposal. The report will contain objective criteria to evaluate job seeker progress learning specific job skills identified in the curriculum.

Work Experience: Vendor will use their own Monthly Progress Report for work experiences and will submit a copy with proposal. Vendor will submit a monthly report and timesheet signed by community liaison to receive payment.

VIII. Pre-Employment Transition Services for Ages 14-21

1. Pre-Employment Transition Services for Ages 14-21 Description

The Division for the Visually Impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide community-based opportunities for students who meet the visual impairment eligibility of DVI and are in a secondary, postsecondary, or other recognized education program who:

- are 14 to 21 years of age; and
- are eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or
- are individuals with a disability, for purposes of section 504.

Pre-Employment Transition Services (Pre-ETS) consists of Job Exploration Counseling, Work-based Learning Experiences, Workplace Readiness Training and Instruction in Self-Advocacy (examples below). Bidders are required to select two or more of the Pre-ETS activities for which programs will be implemented, describe activities and provide goals and objectives.

Career Exploration (limited to 5 hours/job) - a brief exposure to a variety of work settings and may include work site field trips or job shadowing to view the type of work being performed.

Career Assessment (limited to 90 hours/job) - an extended observation where the student undertakes work assignments for the purpose of assessing his/her interests, aptitudes, and support needs.

Work-Related Training (limited to 120 hours/job) - a period of work experience for the purpose of training job skills and job-related skills.

A. Job Exploration Counseling

Examples in a group counseling - General job exploration counseling in a group setting may be provided, for example, in a classroom or community setting and could include:

1. information regarding in-demand industry sectors and occupations, as well as nontraditional employment;
2. Information about labor market composition;
3. Administration of vocational interest inventories; and
4. Identification of career pathways of interest to the students.

Examples on individual counseling - Job exploration counseling provided on an individual basis might be provided, for example, in school or the community and could include discussions pertinent to the particular student about:

1. The student's vocational interest inventory results;
2. In-demand occupations;
3. Career pathways; and
4. Local labor market information that applies to the student's particular interest
5. information that applies to the student's particular interest

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B. Work-Based Learning Experiences

Work-based learning experiences must be provided in an integrated setting in the community to the maximum extent possible. Work-based learning experiences may include opportunities that are:

1. In-school;
2. After school; or
3. Outside the traditional school setting (including internships).

Examples of group experiences -Work-based learning experiences in a group setting may include, among other things:

1. Coordinating a school-based program of job training and informational interviews to research employers;
2. Work-site tours to learn about necessary job skills;
3. Job shadowing; or
4. Mentoring opportunities in the community.

Examples individual experiences - Work-based learning experiences on an individual basis could include paid or unpaid:

1. Internships;
2. Apprenticeships;
3. Short-term employment;
4. Fellowships; or
5. On-the-job training located in the community.

C. Workplace Readiness Training

Examples of group training - Workplace readiness training services may be offered in a generalized manner in a classroom or other such group settings to provide programming to assist students with disabilities to develop social skills and independent living skills necessary to prepare for eventual employment. These services could teach skills such as:

1. Communication and interpersonal skills;
2. Financial literacy;
3. Group orientation and mobility skills (i.e., to access workplace readiness training or to learn to travel independently);
4. Job-seeking skills; and
5. Understanding employer expectations for punctuality and performance, as well as other “soft” skills necessary for employment.

Examples of individual training - The services above may be tailored to the job seeker needs in a work readiness training program provided in an educational or community-based setting, including on an employment site, through instruction, as well as opportunities to acquire and apply knowledge.

The purpose is to engage students in career exploration and learning programs during school summer vacation and during the school year:

1. To learn about and explore different career choices
2. To discover their own strengths and interests that they can apply to a career choice
3. Identify appropriate career pathways
4. To train in a vocation of interest
5. To job shadow and perform internships in different career choices
6. To acquire financial literacy skills and independent living skills

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D. Instruction in Self-Advocacy

Self-advocacy and self-determination are skills that will be needed in education, workplace and community settings. Self-advocacy refers to the ability to effectively communicate, negotiate or assert interests and/or desires. Self-determination means that individuals with disabilities have the freedom to plan life goals, pursue things of importance, and experience life opportunities the same as people without disabilities.

Self-advocacy instruction may be offered individually or in group settings to teach skills such as:

- Self-awareness
- Understanding disability
- Disability disclosure
- Decision making
- Goal setting
- Independence
- Understand, request and utilize accommodations
- Individual rights and responsibilities
- Self-determination
- How to request and accept assistance
- Intrinsic motivation
- Assuming a leadership role
- Understanding support plans
- Assertiveness
- Listen to the opinions of others
- Problem solving
- How to monitor progress
- Positive self-talk

Unit(s) of Service: To be determined and negotiated

2. Payment and Rate Schedule

The bidder is required to complete the attached *Budget Summary* (Appendix C) and submit as part of the Scope of Work to serve as the justification for the unit cost of service to be provided under this contract.

3. Documentation of Services

Vendor will use their own forms to report progress and success and submit with proposal. Forms will be customized to represent the amount of time for each Pre-ETS activity. They can be separate reports or one for all activities as long as student time spent on each activity is clearly defined.

Training Curriculum: will be sent by the Vendor to the Contract Administrator at the start of each contract period (if applicable)

Training: Vendor will use their own Vocational Training Progress Reports and will submit a copy with proposal. The report will contain objective criteria to evaluate job seeker progress learning specific job skills identified in the curriculum.

Work Experience: Vendor will use their own Monthly Progress Report for work experiences and will submit a copy with proposal. Vendor will submit a monthly report and timesheet signed by community liaison to receive payment.

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IX. Employment Readiness Training

1. Employment Readiness Training Description

The Vendor shall provide employment readiness experiences to job seekers referred by DVI consistent with current standards of the rehabilitation industry. These services are intended for consumers where it has been established and documented by the VR counselor, consumer and Vendor that job placement and coaching services are insufficient in meeting the consumer's needs adequately, and that the individual requires additional employment preparation experiences to build their resume and develop soft skills prior to entering job development, placement, and retention services.

Vendor will use a curriculum which includes relevant learning objectives and methodologies, and address job seekers' educational and accommodation needs.

After agreeing upon the behaviors to be worked on with the job seeker and VR counselor, the Vendor will work with the consumer to address problematic behaviors.

DVI is requesting a four-week classroom setting for DVI job seekers using basic adult learning principals utilizing conceptualized learning. Curriculum content must include components from at least five of the below categories:

- a. Time management goal setting.
- b. Proactive and responsive communication skills
- c. Personal wellness management (diet, exercise, sleep, recreation and relaxation techniques)
- d. Changing unproductive patterns of behavior
- e. Problem-solving, active listening, assertiveness training, conflict resolution, financial management
- f. Family education

Unit of Service: Week

2. Paid Work Experiences

The Division for the Visually Impaired (DVI) requires all Work Experiences (including On the Job Training and Internships/Externships) that result in any job seeker working for Vendor or off-site at a participating employer to be paid.

DVI is also requesting a four-week community-based paid work experience. Consumers should be able to apply their learnings from the classroom into a real work setting. This service is required to be taught in community-based settings for a minimum of 50% or a maximum of four-weeks of the overall training hours. The total training including the classroom setting and community-based work experience should not exceed eight weeks. For Vendors who are offering standalone community-based work experiences, this training should incorporate a variety of the components listed above.

Work Experiences are defined as a planned, structured learning experience that takes place in a workplace for a limited period of time. The goal is to provide hands-on experience that reinforces the classroom training. It also provides skills that may be added to job seekers' resumes as well as linking participants to local employers.

A work experience may take place in private, non-profit or the public organizations. Labor standards apply in any work experience where an employee/employer relationship as defined by the Fair Labor Standards Act or applicable State law exists.

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All participants will be paid at least the State of Delaware minimum wage. Vendors will be reimbursed for participant wages at the state of Delaware's minimum wage. If they choose to, the Vendor may supplement wages above minimum wage but will not receive reimbursement over minimum wage.

While in a paid Work Experience, all participants will be paid as employees and may not be classified as independent Vendors that would necessitate the issuance of a form 1099. Vendors will indicate if they participants will be on the vendor payroll or if vendor will use a temporary staffing agency during the work experience.

3. Payment and Rate Schedule

The bidder is required to complete the attached *Budget Summary* (Appendix C) and submit as part of the Scope of Work to serve as the justification for the unit cost of service to be provided under this contract.

- Maximum of 4 weeks of service at a minimum of 18 hours.
- Compensation can be paid for a maximum of 8 weeks for each consumer if both the classroom training and work experiences are offered. If only one of the cohorts are offered, compensation will be paid for a maximum of 4 weeks.
- Work assessments are for a maximum of 3 days or 18 hours.
- Compensation for part-time participation, less than 18 hours per week, will be paid on a prorated basis.

Please Note:

- a. This payment point will incorporate the reimbursable State of Delaware minimum wage inclusive of fringe benefits for participants receiving the work experience.
- b. Vendors are required to submit documentation of the job assistance activities that were provided in conjunction with the Employment Readiness Training Agreement and Monthly Progress Report.

Payment will be made for services provided when the invoice and purchase order are submitted by the Vendor within five (5) working days after service is completed. All required documentation of service and reports must be included for the Vendor to receive payment.

4. Documentation of Services

- a. Vendor will use their own forms to report progress and success. Forms will be submitted with proposal.
- b. Training Curriculum will be sent by the Vendor to the Contract Administrator at the start of each contract period (if applicable)
- c. Training: Vendor will use their own training progress reports and will submit a copy with proposal. The report will contain objective criteria to evaluate a job seeker's progress learning specific job skills identified in the curriculum.
- d. Work Experience: Vendor will use their own training progress report for work experiences and will submit a copy with proposal. Vendor will submit a and invoice, report and timesheet signed by job seeker and community liaison to receive payment.

X. Benefits Counseling and Financial Readiness Coaching

1. Benefits Counseling and Financial Readiness Coaching Description

The Delaware Division for the Visually Impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide Benefits Counseling and Financial Coaching to job seekers, referred by DVI, with blindness or severe visual impairments.

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Benefits counseling is a service that assists individuals who receive Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI) and/or other public support benefits. The purpose of counseling is to help job seekers understand how work affects benefits they receive while working, so they can become more self-sufficient. Financial coaching helps job seekers with the basics of money management. Sometimes job seekers may have a bad relationship with money or have other obstacles which kept them from managing finances well. Financial coaches educate their clients on the basics of personal finance and work with them to create a financial plan that reflects their goals. They assist job seekers to develop long-lasting, healthy money habits and empower them to take responsibility for their decisions. Benefits Counseling and Financial Coaching are essential elements of career development and planning.

Vendor will conduct an analysis, create a thorough report, help job seeker develop a financial plan, provide advisement, and offer information or resources as needed.

Vendor will attest that staff performing services have completed a work incentives counselor certification course, approved by the Social Security Administration (SSA). Vendors will also attest that staff performing the work have completed financial coaching coursework. Certifications and continuing education will be maintained according to standards.

Unit of service: Hour

2. Payment and Rate Schedule

The bidder is required to complete the attached *Budget Summary* (Appendix C) and submit as part of the Scope of Work to serve as the justification for the unit cost of service to be provided under this contract.

3. Documentation of Services

- a. Vendor will submit the invoice with Benefits Planning Query (BPQY), and an individualized report and plan to receive payment.
- b. Vendor will submit a template of their benefits counseling and financial coaching report and plan with proposal.

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XI. Supported Employment

1. Supported Employment Services Description

The Division for the Visually Impaired (DVI) is seeking Vocational Rehabilitation (VR) Vendor(s) to provide Supported Employment (SE) services to DVI eligible individuals with the most significant disabilities, including youth ages 14-24, to enable them to achieve meaningful employment. Full-time competitive employment in integrated settings is the preferred outcome, except if the individual chooses otherwise. The right of the individual to actively participate and exercise informed choice in the Individualized Plan for Employment will be facilitated.

Supported Employment is a rehabilitation strategy and an employment outcome. It focuses on identifying an appropriate vocational goal, vocational rehabilitation services, and long-term support services to assist an individual to find and keep a job. DVI job seekers are individuals with blindness or severe visual impairments and possibly a variety of other disabilities, including intellectual / developmental (ID/DD), psychiatric and deafness. Supported Employment (SE) job seekers are individuals including youth with the most significant disabilities for whom:

- Competitive integrated employment has not historically occurred; or
- Competitive integrated employment has been interrupted or intermittent; and
- Intensive supported employment services and extended services are needed in order to perform the work involved, because of the nature and severity of their disability.

The Vendor will assist job seekers with locating job openings, applying for, securing and maintaining competitive employment in an integrated setting. The following individualized services will be provided, as necessary and appropriate, to job seekers referred by DVI.

- Assess and enhance the job readiness knowledge, habits, and skills.
- Support and guidance in ancillary skills such as money management, transportation, recreation, etc.
- Ongoing behavior management, as necessary, to assist with behavioral deficits and inappropriate behavior.
- Develop an individualized placement plan with the participation and informed choice of the job seeker and with the concurrence of the DVI-VR Counselor and extended service provider.
- Coordination with other agencies, families, care home operators, advocates, etc., as necessary, and referral for other services.
- Job analysis.
- Assist the job seeker in the development of a resume.
- Assess and enhance the job seeker's ability to complete job applications and participation in interviews.
- Negotiate necessary job accommodations with employer.
- Continuous assessment of the need for and ability to benefit from assistive technology, in terms of employment.
- Job training at the worksite to ensure the job seeker is able to perform the duties required.
- Ongoing supervision, coaching, counseling, and teaching social and technical skills necessary to adjust to the work situation and environment.
- Ongoing case management.

Unit(s) of Service: Outcome-based Milestones

MILESTONES

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Milestone #1: SE Career Profile /Assessment

The Vendor will develop a written Career Profile/Assessment that includes:

- a. An in-person intake that reviews functional limitations, assistive technology, transportation, and interests related to employment.
- b. Identification of barriers to employment and remediation strategies.
- c. Areas of interest as they relate to employment.
- d. Identify work related skills and experiences.
- e. Life skills assessment, general work behaviors (social, communication, interpersonal, time management skills) in all settings and as they relate to employment.
- f. Abilities and aptitudes.
- g. Recommendations.

Milestone # 2: SE Job Placement Plan

The SE Team will meet to review the Employment Profile Assessment and collaborate in the development of the Job Placement Plan. At minimum, the Job Placement Plan will include:

- a. Identification of the Vocational Goal
- b. Resume
- c. Target Wage/Salary
- d. Target Hours Desired per Week
- e. Interview Preparation
- f. Job Search Activities

Milestone # 3: SE Job Placement

- a. The job seeker has received a job offer and the DVI-VR Counselor determines that the job is consistent with the job seeker's unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.
- b. Vendor and DVI-VR Counselor should agree on the anticipated hours for Job Coaching.
- c. SE Providers will not provide placement within their facility without prior approval from the SE Team.

Milestone # 4: SE Job Coaching

Job Coaching is the support provided by the SE Provider at the job site, to assist the employer while teaching the job seeker the skills needed to learn and maintain employment, provide the necessary prompts and possible behavioral support, and build natural supports to ensure continued success at work. These services may include:

- Attending employer training
- Meetings with the worksite Supervisors
- Reviewing, training, and teaching essential job duties
- Individualized training for learning job tasks (as a supplement to employer training)
- Performing onsite follow-up checks to ensure work needs are being met
- Providing direct interventions on the job
- Identifying and setting up accommodations and assistive technology in coordination with employer and VR Counselor
- Building natural supports for continued success, as it relates to work
- Shadowing and observation
- Understanding the needs of continued training as Job Coach tapers off supports
- Developing an understanding of the work culture (breaks, check-in's, calling in sick, etc.)
- Work conditioning and hardening
- Support and encouragement

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The SE Team will meet once every three months during the job coaching/stability phase to assess and update the Job Placement Plan. The SE Provider will provide Job Coaching services until the SE Job seeker has:

- a. Reached an 80/20 Level of Support, or Highest Level of functioning ability.
- b. Received SE Services for 24 months from time of placement, or
- c. Received SE Services for four (4) years from time of placement if the SE job seeker meets the definition of a Youth with a Disability.

Milestone #5: SE Transition to Long Term Support

When the SE Job seeker has achieved stabilization, meaning 80% independence on the job or displays their highest level of functioning ability, the SE team will review the planned transition to extended support services to assure:

- a. The SE participant is satisfied with their employment,
- b. The employer is satisfied with the job performance of the participant and understands who to contact for support as needed, and
- c. The Extended Support Service Provider is capable and responsible to provide long-term employment follow up.
- d. The VR Counselor will provide the subsequent ninety-day job follow up, and employment verification for case closure.
- e. The SE Team agrees that the SE Vendor can successfully close the SE case.

2. Payment and Rate Schedule

Payment will be made after the milestone outcomes are achieved and approved by the DVI-VR Counselor.

Vendor is not to provide services without DVI purchase orders.

Description	Fee
Milestone #1: Employment Profile/Assessment	\$ 1,000
Milestone #2: SE Job Placement Plan	\$ 1,000
Milestone #3: Job Placement	\$ 500
Milestone #4: Job Coaching/Training <i>*see below</i>	<i>*see below</i>
Milestone #5: Supported Employment Transition to Long Term Support	\$500

***Milestone #4:**

Payments for SE Job Coaching will be approved at \$50.00/hour for up to 80 hours/month. Hours needed for job coaching will be based on the number of hours the participant will work once the job seeker secures employment. SE Job Coaching payments may be capped at \$4000. Billable job coaching must be provided on the job site with the job seeker being served (job seeker) present and be directly related to the job. Vendor will not receive payment from DVI-VR Counselor if the monthly report is not submitted that specifically documents the name of Job Coach and the hours worked.

Payment of a milestone will constitute payment in full for services delivered during the assessment, placement and closure phases of the program. If the services are not completed within the timeframe indicated, the DVI-VR counselor may request a reduction in payment of the milestone to the DVI Social Service Senior Administrator, which will then be reviewed with the Vendor prior to approval. Each milestone will be paid only once per case within a twelve-month period of placement. For example, if a job seeker stops participating (i.e., loses job, quits, or changes his/her mind) at any given point in the milestone process and the case remains open with the same service provider, payment for services will resume from the point at which the job seeker stopped participating. Replacement services occurring within the initial 12 months will not be paid a second time.

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Replacement services that occur within one year of closure, which are initiated by and/or provided to a job seeker, will be paid at 70% of the total milestone rate. For example, if the job seeker requests replacement services within a twelve-month period after closure and the same Vendor provides services, payment will be paid at 70% of total milestone rate.

3. Documentation of Services

Milestone #1: Employment Profile/Assessment - SE Provider submits a completed Employment Profile Assessment. Vendor will update the DVI-VR counselor monthly during provision of service.

Milestone #2: Job Placement Plan - The SE Team has completed the Job Placement Plan. Vendor will submit monthly *DVI Development, Placement & Coaching Report* (Attachment #11) to DVI-VR Counselor in the event employment is not achieved within 30 days.

Milestone #3: Job Placement - *DVI Development, Placement & Coaching Report* (Attachment #11) has been completed will include:

Milestone #4: SE Job Coaching - A *DVI Development, Placement & Coaching Report* (Attachment #11) will be submitted monthly to the VR Counselor. These reports will also include:

Milestone #5: The Job Placement Plan will be reviewed and updated. The SE team meeting must be conducted.

Vendor will submit quarterly progress reports to the Contract Administrator that include data on services provided, number of job seekers served, and other data according to DVI. SE data will be delineated by milestone.

Vendor will submit timely invoices to DVI. DVI will issue payment within thirty days of receipt provided appropriate documentation has been received. If Vendor has not received payment in this timeframe, the Vendor should contact the DVI-VR Counselor for payment. It is the responsibility of the Vendor to ensure that they have received payment within sixty-days of the invoice date. There is a possibility that the Vendor will not receive payment if invoices are not finalized with the sixty-day period.

Vendor will use their own forms for Employment Profile/Assessment and Job Placement Plan. Forms will be submitted with proposal.

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APPENDIX C - BUDGET
Budget Summary

Please complete for each service that does not have DVI approved costs and submit with the program proposal.

Summary:

Fee Schedule: