

STATE OF DELAWARE  
Division of Vocational Rehabilitation

**REQUEST FOR PROPOSALS**

**Pre-Employment Transition Services (PETS) Summer and/or School Year Program**

**Inclusive of American Sign Language (ASL) Supports**

**ISSUED BY Department of Labor, Division of Vocational Rehabilitation**

**CONTRACT NUMBER: DOL/DVR-16006**

**I. Overview**

The State of Delaware Department of Labor, Division of Vocational Rehabilitation (DVR), is seeking proposals for innovative school year and summer vacation programs to provide career exploration and personal development opportunities for transition students with disabilities inclusive of hearing impaired students. DVR is requesting proposals to provide services focused on students with disabilities, age 14-21 years enrolled in school inclusive of American Sign Language (ASL) supports. It is the goal of this Request for Proposal to identify contractor(s) and execute a contract(s). 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: 02/08/16
Non-Mandatory Pre-bid Meeting	Date: 02/16/16 at 11:00 AM
Written Questions Due	Date: 02/19/16
Deadline for Receipt of Proposals	Date: 03/10/16 at 10:00 AM (Local Time)
Public Proposal Opening	Date: 03/10/16 at 11:00 AM (Local Time)
Estimated Notification of Award	Date: 03/14/16

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services and briefly describe demonstrated expertise in providing services. Furthermore the transmittal letter must attest to the fact that the offeror is in agreement with all assurances requested and identifies the order of attached required RFP documents.

**NON-MANDATORY PREBID MEETING** – A non- mandatory pre-bid meeting has been established for this Request for Proposal and shall be held at the DVR office, 4425 N. Market St., Wilmington, 19809 in the DOL, 3<sup>rd</sup> Floor conference room.

**II. Scope of Work (SOW)**

**Program Description**

The goal of the PETS Program is to develop several innovative programs combining best practices to provide opportunities for career exploration, vocational training, employment preparation, and work experiences using such techniques as short-term internships, job shadowing, hands-on learning activities for students with disabilities whether hearing or deaf to increase the likelihood of successfully transitioning to competitive integrated employment. The application of evidence based findings to implement effective strategies to instruct, counsel, train and provide an environment to demonstrate skills are the objectives of the program. Through pre and post-tests participants knowledge and experience is assessed across required program activities to measure service impact and outcomes. Services delivered during the contract period (March 14, 2016 through September 30, 2018) shall capture each participant’s growth and the program outcomes as an aggregate in an annual Outcomes Measure Report at the end of the contract year (September 30, 2106) and annually thereafter (September 30, 2017 and September 30, 2018) during the contract period. The PETS Program budget range is from \$5,000 and not to exceed \$85,000.00 per award for a contract year period based upon available funds and successful negotiations.

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DVR is seeking Community Accredited Rehabilitation Facilities (CARF), contractors with other comparable accreditation, e.g. Department of Education Private Business and Trade School certification, or Private School licensure, DVR service providers, and/or Division of Developmental Disabilities Services (DDDS) accredited or comparably accredited contractors to provide required services.

A detailed description(s) of requested services are located in Appendix B of this document; including a State of Delaware Budget Form. This document and any subsequent attachments provide necessary information to prepare and submit proposals for consideration. Please read this document carefully and follow the instructions as suggested.

**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 DVR. Minimum Requirements are as listed below

**A. Minimum Requirements**

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and briefly identifies capabilities, expertise, and capacity and performance outcomes. Identifies the order of attached required RFP documents as listed on page 1 of this RFP (Appendix A).
2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work with budget (Appendix B) and clearly identify capabilities, expertise, and capacity and performance outcomes.
3. Complete all appropriate attachments and forms as identified within the RFP (Appendixes C, D and E).

**IV. Professional Services RFP Administrative Information**

**1. RFP Designated Contact**

**Barbara Boese, DVR Contracts Administrator [Barbara.Boese@state.de.us](mailto:Barbara.Boese@state.de.us)  
Division of Vocational Rehabilitation  
4425 N. Market Street, Wilmington, DE 19809 phone: 302.761.8275**

**A. RFP Submissions**

**1. Proposal and Format**

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

- Are encouraged to be brief, clear, complete and realistic in the presentation of ideas.
- Are required to submit 4 typewritten, single-spaced, proposals with numbered pages stapled organized with a cover letter identifying the attached required documents of the RFP; and 1 electronic copy in PDF and Microsoft Word format on a USB memory stick .
- Bidders must meet the criteria set forth in the Request for Proposal. Please do not submit additional brochures, promotional materials or additional information that is not requested within the RFP.
- Shall submit a proposal to DVR signed by the responsible party.
- Shall submit a proposal delivered in a sealed package or envelope.

All properly sealed and marked proposals shall be delivered to the Division of Vocational Rehabilitation and no later than **10:00 AM on 03/10/16**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Barbara Boese, DVR Contracts Administrator  
Division of Vocational Rehabilitation  
4425 N. Market St.  
P.O. Box 9969  
Wilmington, DE 19809-0969**

**Contractors are directed to clearly print "DVR PROPOSAL ENCLOSED" on the outside of the bid submission package.** Proposals must be received at the above address no later than **10:00 AM (Local Time) on 03/10/16**. Any proposal received after this date shall not be considered. The proposing vendor bears the risk of delays in delivery.

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**2. Right to Reject Proposals**

DVR 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 proposal, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as DVR may deem necessary in the best interest of the State of Delaware.

**3. Right to Award Multiple Source Contracting**

DVR has determined that multiple source contracting is an objective of this RFP.

**4. Award of Contract**

The final award of a contract is subject to approval DVR. DVR has the sole right to select the successful contractor(s) for award, as a result of this RFP. Notice in writing to a vendor of the acceptance of its proposal by DVR and the subsequent full execution of a written contract will constitute a contract, and no contractor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

**B. RFP Evaluation Process**

DVR will evaluate proposals on a variety of quantitative criteria, and DVR reserves full discretion to determine the competence and responsibility, professionally and/or financially, of contractors. All assignments of points shall be at the sole discretion of DVR.

**Criteria Weight**

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

Criteria	Weight
Contractor Expertise: Contractors demonstrated experience and capacity to provide services as describes. Established history in the community; collaborative partners; and positive performance and performance outcome measures demonstrated.	25
Program Description: Goal Statement- Define goals and objectives; use of research based literature; and relevant statistics identified in the proposal (overview, purpose and goal statement). Detailed nature of services (how, what and where services will be offered); and measurable outcomes (description of desired outcomes quantified).	40
Budget: Are costs reasonable and allowable with a defined unit cost per diem established based upon 80% capacity of program design.	25
Documentation provided meets RFP requirements.	10
<b>Total</b>	<b>100%</b>

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.

**C. Contract Terms and Conditions**

The parties to the contract shall be independent contractors. Each party shall be responsible for compliance with required State of Delaware contract provisions, terms and conditions as set forth in the fully executed contract. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party.

**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.

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**2. General Information**

- a. The term of the contract between the successful bidder and the State shall be for **2.50 years with two (2) optional extensions for a period of one (1) year for each extension.**
- b. The selected Contractor 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. Contractors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected Contractor or Contractors 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 Contractor's response to this RFP will be incorporated as part of any formal contract.
- d. The successful Contractor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract.
- e. If the Contractor 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 Contractor. Such Contractor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**3. Collusion or Fraud**

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

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

**4. Lobbying and Gratuities**

Lobbying or providing gratuities shall be strictly prohibited. Contractors 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 Contractor 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, 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.

**5. Solicitation of State Employees**

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

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

**6. General Contract Terms**

**a. Independent Contractors**

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

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

**b. Non-Appropriation**

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.

**c. Licenses and Permits**

In performance of the contract, the Contractor 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 Contractor. The Contractor 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 Contractor 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; by telephone: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department, or on the web at <https://onestop.delaware.gov/osbrlpublic/> 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 Contractor to applicable fines and/or interest penalties.

**d. Notice**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:  
**Division of Vocational Rehabilitation**  
**4425 N. Market St.**  
**P.O. Box 9969**  
**Wilmington, DE 19809-0969**  
**Attn: Barbara Boese**

**e. Indemnification/ General Indemnification**

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By submitting a proposal, the proposing Contractor 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 Contractor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

**f. Insurance**

- i.** Contractor 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 Contractor'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 Contractor in their negligent performance under this contract.
- ii.** The Contractor 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 Contractor is an independent contractor and is not an employee of the State of Delaware.
- iii.** During the term of this contract, the Contractor shall, at its own expense, carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful Contractor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered. If the contractual service requires the transportation of departmental clients or staff, the Contractor shall, in addition to the above coverage's, secure at its own expense the following coverage;

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

- iv.** The Contractor shall provide a Certificate of Insurance (COI) as proof that the Contractor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Contractor(s).

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**g. Non-discrimination**

In performing the services subject to this RFP the Contractor, 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 Contractor 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.

**h. Contract Documents**

The RFP, the purchase order, the executed contract and the successful Contractor shall constitute the contract between the State of Delaware and the Contractor. These documents will constitute the entire agreement between the State of Delaware and the Contractor.

**i. Applicable Law**

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful Contractor consents to jurisdiction and venue in the State of Delaware. In submitting a proposal, Contractors certify that they comply with all federal, state and local laws applicable to its activities and obligations including:

- i.** The laws of the State of Delaware;
- ii.** The applicable portion of the Federal Civil Rights Act of 1964;
- iii.** The Equal Employment Opportunity Act and the federal regulations issued thereunder;
- iv.** The proposal submitted must be independently arrived at, without collusion, under penalty of perjury; and
- v.** Programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act, and federal regulations issued thereunder.

If any Contractor 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 Contractor in default. The selected Contractor 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.

**j. 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.

**k. 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.

**l. Other General Conditions**

- i. Status Reporting** – The selected Contractor 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 acceptance.

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- ii. **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.
- iii. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.
- iv. **Definitions.** 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. Contractors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**D. Attachments**

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

- Appendix A- Minimum Response Requirements
- Appendix B- Scope of Work / Technical Requirements, Budget and Budget Narrative
- Appendix C- Proposal Summary Sheet
- Appendix D- Division of Vocational Rehabilitation Community Rehabilitation Program Assurance Form
- Appendix E- Division of Vocational Rehabilitation Contractual Assurances Form

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**APPENDIX A**  
**MINIMUM MANDATORY SUBMISSION REQUIREMENTS AND PROPOSAL FORMAT**

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 (marked as Appendix A).
2. Appendix B- Program Description, Scope of Work / Technical Requirements, Budget Summary and Budget Narrative
3. Appendix C- Proposal Information Summary
4. Appendix D- DVR Community Rehabilitation Program Assurances Form
5. Appendix E-DVR Contractual Assurances Form

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

Vendors shall provide proposal packages in the following format and order:

1. Cover letter which briefly summarizes the proposing firm's interest in providing the required professional services and identifies the order of attached required RFP documents as listed on page 1 of this RFP.
2. Four (4) complete paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
3. One (1) electronic copy of the vendor proposal in PDF and Microsoft Word format provided by USB memory stick by the deadline for submission of the proposal.

**\*Note: The successful bidder shall be required to produce the following for a fully executed contract;**

- Delaware Business license;
- Proof of Insurance;
- Delaware professional license, accreditations, certification and/or credentials or provisional equivalent; and
- Agency organizational chart where there are two or more employees and all agency personnel resumes.

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**APPENDIX B**  
**SCOPE OF WORK AND TECHNICAL REQUIREMENTS**  
**PETS PROGRAM**

**INSTRUCTIONS:**

Utilizing statistical data, best practices findings and/or logic model theory, describe how you or your agency shall provide and document the goal(s) of the program (qualified and quantified), identify target population for services including location (where services will be provided), service deliverables (what and how frequent) and program outcomes. Describe resources (inputs) to be utilized and linkages with other services (e.g. transportation, adaptive equipment, ASL personnel or interpreters, and partners in the community) and identify who in the agency will be responsible for service delivery.

**Bidders are encouraged to use the outline provided below.**

**DESCRIPTION OF SERVICES**

**I. OVERVIEW**

**A. PURPOSE**

DVR is seeking contractors to provide opportunities for the following student populations:

1. Students enrolled in school with disabilities, age 14 to 21 with ASL supports during summer vacation from school; and/or
2. Students enrolled in school with disabilities, age 14 to 21 without ASL supports during summer vacation from school; and/or
3. Students enrolled in school with disabilities, age 14 to 21 with ASL supports during the school year; and/or
4. Students enrolled in school with disabilities, age 14-21 without ASL supports during the school year.

The purpose is to engage students in career exploration and learning programs during school summer vacation and during the school year. The objectives of this project are to provide opportunities for students with disabilities who are both hearing and hearing impaired:

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

**B. GOALS AND OBJECTIVES**

DVR is seeking proposals from contractors to provide community-based services the summer of 2016 during school vacation (4-8 weeks in length) for students with disabilities age 14-21. DVR is also seeking proposals from contractors to provide community-based services to students with disabilities age 14-21 throughout the school year. The goal of services is to provide:

1. Career exploration activities. Examples of activities may include job shadowing; workplace site visits, interest and/or career inventories; exploration of relevant career fields and potential jobs; and learning about Delaware's economy and career opportunities.
2. Work-based learning experiences. Examples of activities may include work opportunities; paid or unpaid internships; training followed by employment provided in an integrated environment; and employment provided in an integrated environment.

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3. Community-based workplace readiness training to develop interpersonal skills, leadership development, and independent living skills. Examples of activities may include ADA: managing disclosure and requesting accommodations; instruction in self-advocacy and transportation training.

4. College preparation and planning services- College readiness training to develop social and independent living skills to facilitate transition of students with disabilities into post- secondary education; resulting in an increased success rate and retention of freshmen students with disabilities ; and the improvement of students' potential for successful post-secondary experiences.

Bidders are required to select 2 or more activities in which to develop programming for implementation. Bidders are required to define and encouraged to quantify their goals and objectives. State the goal(s) of the program with a broad statement of program intent. Objectives should be specific, measurable, and appropriate to the length of the program. All the program activities are tied to the stated goal for outcome performance measures reporting at the conclusion of each contract year.

*For Example- The goal of the program is to provide students livings in New Castle County Job/Career Exploration counseling. Twenty (20) youth are to be provided services during the contract period. The objectives are to increase students' knowledge about current labor market needs and career opportunities in their home town. Additionally 100% of youth shall participate in a job shadow work experience in a career currently in demand in New Castle County.*

**C. DESCRIPTION OF SERVICES**

**1. Program Description and Service Components**

The proposal shall describe, explain and summarize what the program intends to accomplish and how it will be accomplished. Detail the nature of services and what services will be provided including a statement about transportation provided or at participant's expense. Identify what materials will be provided and/or taught. Detail location where services will be provided, quantity, length and frequency of services delivered. Detail the number of youth to be served during the contract period and identify program capacity. Outline the curriculum and develop a pre and post-test to measure outcomes or other outcome measures, as it relates to the program goals and objectives.

*For Example: The program shall provide the following services for each youth:*

- *6 hours weekly (3 sessions for 2 hours in length) on-site training and continuing education for 8 weeks at the Contractor's facility;*
- *Conduct a pre-test to assess a baseline of participants knowledge of and post-test at the end of each unit or topic taught;*
- *Provide 2 guest speakers per 8 week cycle of education*
- *Each youth will be provided an opportunity to job shadow an adult on the job.*

**2. Structure and Operations**

Proposals shall include the following:

a. Staffing and Credentials

The bidder shall identify appropriate staff to execute the responsibilities of this contract. This selection process is the responsibility of the Contractor and should be made on the basis of experiential factors and demonstrated performance within the Contractor's organization.

b. Linkages with Other Resources

The bidder is encouraged to develop and identify linkages with other resources, employers, educators, services. The Contractor is free to form and maintain linkages with other public and private agencies

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engaged in relevant pursuits in an effort to enhance service delivery and supplement available program resources.

c. Budget Form with Budget Narrative and Salary Detail

The proposal shall not exceed \$85,000 per award for goods and services under the terms of this RFP. The budget should cover all the cost associated with this program. Total funds requested should be what the program costs, not necessarily the total amount of available funds. The bidder is required to complete the attached Budget and Budget Narrative (Attachment A) 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 listed in Attachment B-Budget Summary.

d. Budget Summary

The proposal shall identify in the Attachment B – Budget Summary , Letter A- the unit cost for service, e.g. hourly, day, weekly or monthly rate for services over the length of service delivery; i.e. Welding Trade Training per diem \$38.00 per day per participant for 4 weeks.

The Budget summary terms as follows:

This Contract is entered into subject to the availability of funds for the services covered by the Contract. In the event funding to the DEPARTMENT is not available or continued at an aggregate level sufficient to allow for purchase of the indicated quantity of agreed upon services, the obligations of each PARTY under this Contract shall thereupon be terminated. Any termination of this Contract resulting therefrom shall be without prejudice to any and all obligations and liabilities of either PARTY already accrued prior to such termination.

Reimbursement Amount; the DEPARTMENT agrees to pay the CONTRACTOR as described in Attachment B-Budget Summary. Requirement of Purchase Order; this Contract is subject to the approval of a Purchase Order by the Secretary of the Department of Finance. The State of Delaware shall not be liable for expenditures made or services delivered prior to approval of the Purchase Order. Withholding of Payments to the Contractor; the DEPARTMENT may throughout the contract period withhold payment for failure to provide goods or perform services as specified under this contract.

The DEPARTMENT has a right to recovery and a right to withhold payment in the event of the CONTRACTOR'S failure to deliver services or complete necessary records or deliverables. In the event of CONTRACTOR failure in the regular course of business and normal periodic billing to timely and adequately provide record documentation of services provided under this Contract, the DEPARTMENT may withhold the final amount of a billing or the specified portion of billing relating to such services until such adequate record documentation is received by the DEPARTMENT, provided that such documentation is received within a reasonable time following normal periodic billing and record documentation in the regular course of business for the services provided.

In no event however shall the Department be liable for services provided for which:

- a) The CONTRACTOR has not provided timely and adequate record documentation during the regular course of business and periodic billing, and
- b) The DEPARTMENT has thereafter reasonably requested or demanded adequate record documentation or billing for any services provided for a period of time at issue, and
- c) The CONTRACTOR has thereafter unreasonably delayed in providing billing or record documentation following such a request or demand for record documentation or billing.

**D. OUTCOME PERFORMANCE MEASURES**

The proposal shall include an outcome performance measures report at the conclusion of the contract period. The proposal shall include what data to be captured and reported on at the close of the contract period. Data from pre and post-test findings to be included in an outcomes performance measures report. The proposal shall include data collection source (surveys, attendance logs, parents and/or community partner interviews). Statistical analysis of data collected to be interpreted and reported as to the impact of services on participants

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experience, new behavior or change in behavior from new knowledge, attitudes or skills.

*For Example:*

*Data for Outcome Performance Measures will be collected from multiple sources, which may include but is not limited to client and parent interviews and/or surveys. **The Year to Date reports the following outcome performance measures:***

- 1. The vendor shall enroll and maintain enrollment of 80% of students during the contract period.*
- 2. Increased knowledge and skills demonstrated in pre- & post- test results in 80% of students served.*
- 3. Track all youth who participated in experiential activities and report feedback. Analyze and interpret feedback to determine impact of programming on participants' new behavior or changes in behavior, or attitude, or increased knowledge and/or new or improved skills from the experience.*

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Attachment B

**BUDGET SUMMARY**

Service Cost

- A. The maximum amount of this Contract is governed by the amount encumbered in the CONTRACTOR'S name on a State of Delaware purchase order. Without amendment the fees are fixed for the term of the Contract. The fees for services are as listed below:
- B. The DEPARTMENT agrees to reimburse the CONTRACTOR on a monthly basis. The CONTRACTOR shall be reimbursed for services provided at the Contract rate upon submittal of certified billing at the close of each calendar month in a form and in accordance with State and/or Federal reimbursement procedures and those required by the DEPARTMENT.

All invoices shall be submitted as follows:

State of Delaware – DOL/DVR

Attn:

4425 Market St.

Wilmington, DE 19809

- C. The CONTRACTOR agrees to include in the monthly billing, a listing of each recipient served during the month, the date services began, their identification number and units of service provided to each recipient during the current month and cumulative from the date this Contract becomes effective and any other data the DEPARTMENT deems appropriate.
- D. This Contract is considered to be a Unit Cost Contract with a specific dollar amount payable to the CONTRACTOR by the DEPARTMENT for each unit of service provided.
- E. The CONTRACTOR shall not charge a fee to service recipients for any service(s) provided under the terms of this Contract.
- F. All monthly bills are to be submitted to the DEPARTMENT within ten (10) days after the end of each month. Bills submitted after the tenth day following the end of any month may be delayed in processing, and reimbursement to the CONTRACTOR may be similarly delayed.
- G. If the CONTRACTOR is eligible for private insurance, Medicaid or other 3rd party reimbursement of its services, the CONTRACTOR will undertake investigation and review of such third party liability for each client referred by the DEPARTMENT, and for each item of service for which the CONTRACTOR seeks reimbursement under this contract. The CONTRACTOR agrees to utilize third party payment liability prior to invoicing the DEPARTMENT. The CONTRACTOR will provide documentation with each month's billing showing that it has fully investigated and billed all third party liability for each client authorized by the State of Delaware. Failure to provide said documentation may result in rejection or reduction of reimbursement to the CONTRACTOR.
- H. The CONTRACTOR agrees that any submission by or on behalf of the CONTRACTOR of any claim for payment by the DEPARTMENT shall constitute certification by the CONTRACTOR that the services or items for which payment is claimed were actually rendered by the CONTRACTOR to the person identified as the recipient; that the claim does not exceed the CONTRACTOR'S usual charge for the same or equivalent services or items provided to persons not billed to the DEPARTMENT; that the claim is correctly coded in accordance with billing instructions prescribed by the DEPARTMENT; and that all information submitted in support of the claims is true, accurate, and complete.
- I. The CONTRACTOR shall make proper restitution to the DEPARTMENT for any payments received in excess of amounts due to the CONTRACTOR under the DEPARTMENT regulations or payment schedules whether such over payment is discovered by the CONTRACTOR or by the DEPARTMENT. The DEPARTMENT retains the right to offset reimbursement to be made to the organization subsequent to the identification of an overpayment.
- J. This Contract is scheduled to end as indicated on the signature page. However, if the DEPARTMENT determines it to be in its best interest to release a Request for Proposals (RFP) for one or more of the services covered under this Contract prior to the scheduled end date of this Contract, the entire Contract or portions of the Contract covering the services being bid may be terminated prior to the end date of the Contract depending on the outcome of the bid process. This CONTRACTOR is

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required to bid on any service covered by this Contract in order to continue contracting with the State of Delaware for said service if an RFP is released for that service.

- K. The CONTRACTOR agrees if the CONTRACTOR voluntarily withdraws from providing any service covered under this Contract for any reason prior to the scheduled end date or if the CONTRACTOR anticipates not renewing this Contract the CONTRACTOR shall be required to cooperate fully with the DEPARTMENT in the development and execution of an orderly plan for transitioning to other service providers all clients receiving services from the CONTRACTOR. The CONTRACTOR agrees to continue providing services for up to 90 days as part of this transition period to ensure the continuity of appropriate client care during the transition to another service provider. The DEPARTMENT agrees to continue compensating the CONTRACTOR at the established Contract rate during the transition period.