REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
TANF Works Services for Adults

ISSUED BY

STATE OF DELAWARE
DEPARTMENT OF HEALTH AND SOCIAL SERVICES
DIVISION OF SOCIAL SERVICES

And the
DEPARTMENT OF LABOR
DIVISION OF EMPLOYMENT AND TRAINING

And the

DEPARTMENT OF TRANSPORTATION
DELAWARE TRANSIT CORPORATION

CONTRACT NUMBER LAB 17900 – TANF_WORKS

I. Overview

The State of Delaware Department of Labor along with other agencies identified is seeking professional services to service Delaware's TANF (Temporary Assistance for Needy Families) Program. 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 10, 2017
Deadline for Questions	Date: July 19, 2017 at 4:00 PM (Local Time)
Response to Questions Posted by:	Date: July 21, 2017
Deadline for Receipt of Proposals Time)	Date: August 4, 2017 at 4:00 PM (Local
Final Estimated Notification of Award	Date: September 3, 2017

NON-MANDATORY PRE-BID MEETING

A pre-bid meeting has been scheduled for July 18, 2017 at 1:30 PM (Local Time). **This is a non-mandatory meeting.**

The pre-bid meeting will be held at the following location:

Proposer's Conference
Buena Vista Conference Center - New Castle, Delaware
Buena Vista Conference Center
661 S. DuPont Hwy
New Castle, Delaware 19720

Vendors that do not want to attend the Proposer's Conference may submit questions electronically to:

Colleen Cunningham
Division of Employment and Training
colleen.cunningham@state.de.us

If not in attendance at the meeting, the deadline for questions to be submitted is July 19, 2017 at 4:00 PM (Local Time).

II. Scope of Services

The solicitation is issued to support Delaware's TANF (Temporary Assistance for Needy Families) Program. The TANF Program supports the idea that:

All Delaware citizens will achieve their full career and employment potential through sustaining high-quality satisfying jobs, which provides Delaware's employers with a competitive workforce.

A complete background and scope of services can be found in Appendix A.

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) or certification(s) necessary to perform services as identified in the scope of work.

   Prior to receiving an award, 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 and the Appendix A and B.

4. Proof of insurance and amount of insurance shall be furnished to the Agency and shall be no less than as identified in the bid solicitation.

5. Provide response to Employing Delawareans Report (Attachment 8)

6. Separate proposals need to be submitted for each delivery area. The proposals can be placed in the same package for delivery by the due date identified. The number of copies needed to be responsive has been provided below.

FOR COMPLETE PROPOSAL REQUIREMENTS PLEASE REFER TO APPENDIX B

B. General Evaluation Requirements

1. Experience and Reputation
2. Capacity to meet requirements (size, financial condition, etc.)
3. Demonstrated ability

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

2. Public Notice

Public notice has been provided in accordance with 29 *Del. C*. §6981.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

Colleen Cunningham
Division of Employment and Training
4425 North Market Street
Wilmington, DE 19809
302-761-8122
colleen.cunningham@state.de.us

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

5. **Consultants and Legal Counsel**
The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact 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. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for vendors currently doing business in the State who require contact in the normal course of doing that business.

7. **Vendors Ineligible to Bid**
Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including sub-vendors 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 vendor:
c) Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
d) Has violated contract provisions such as;
   1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
   2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
e) Has violated ethical standards set out in law or regulation; and

f) Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State vendor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies.

Vendors will need to provide separate proposals and copies of proposals for each delivery area they are bidding on.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **4:00 PM (Local Time)** on **August 4, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

DEPARTMENT OF LABOR - DIVISION OF EMPLOYMENT AND TRAINING
4425 NORTH MARKET STREET
WILMINGTON, DE 19802

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:00 PM (Local Time)** on **August 4, 2017.** Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

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

5. Late Proposals

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

6. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all vendor vendors that submitted proposals. The contents of any proposal shall not be disclosed to competing vendors prior to contract award.

7. Non-Conforming Proposals

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

8. 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.

9. 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.

10. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. 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.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C*. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

11. 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 vendor**". The "**prime vendor**" 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's 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 sub-vendor or its sub-vendor.

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 sub-vendors.

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-sub-vendors are the sole responsibility of the prime vendor (awarded vendor).

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

b. Sub-contracting

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

Use of sub-vendors must be clearly explained in the proposal, and major sub-vendors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not sub-vendors are used.** Any sub-vendors must be approved by State of Delaware.

c. Multiple Proposals

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

12. 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 sub-vendor.

Use of sub-vendors must be clearly explained in the proposal, and sub-vendors must be identified by name. Any sub-vendors must be approved by State of Delaware.

13. 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.

14. State's Right to Reject Proposals

The State of Delaware reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications (whether they be in the State of Delaware's specifications or vendor's response), to sit and act as sole judge of the merit and qualifications of each product offered, or to solicit new proposals on the same project or on a modified project which may include portions of the originally proposed project as the State of Delaware may deem necessary in the best interest of the State of Delaware.

15. 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.

16. 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.

17. Notification - 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.

18. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov . The State of

Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, vendor or its agents.

19. 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.

20. 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 of 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.

21. <u>COOPERATIVES</u>

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.

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. **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 Department of Labor, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, 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 vendor 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:
     - The Department of Labor reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, lump sum total, by county, and/or by program, whichever may be most advantageous to the State of Delaware and so that the goal of serving the TANF community is met.

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
Oral Presentation	**10**
Demonstrated Capacity – Proposer's ability for agency and key staff to successfully deliver services as identified in the RFP.	**35**
Budget – Costs are clearly presented, reasonable, and fall within estimated range and are competitive. Costs are adequate to provide the necessary defined services.	**25**
Program Design and Proposed Performance – Program design reflects strong likelihood to achieve desired results. Creative elements are included to address current and changing economic conditions.	**30**
Total	**100%**

∗ Please refer to Appendix A for additional Proposal Evaluation language and criteria, above and beyond what is described in the chart provided.

3. **Proposal Clarification**
The Evaluation Team may contact any vendor in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.

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

5. **Oral Presentations**
Selected vendors may be invited to make oral presentations to the Evaluation Team. 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.

D. Contract Terms and Conditions

1. General Information

a. The term of the contract between the successful bidder and the State shall be for one (1) year with three (3) optional extensions for a period of one (1) year for each extension. The proposed initial term of the contract will be from October 1, 2017 through September 30, 2018.

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 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.

2. Collusion or Fraud

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

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

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

3. 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, vendors 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.

4. 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 vendors, 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 vendor or sub-vendor 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.

5. General Contract Terms

a. Independent vendors

The parties to the contract shall be independent vendors 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 Vendor'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 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.

d. Notice

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

DEPARTMENT OF LABOR - DIVISION OF EMPLOYMENT AND TRAINING
4425 NORTH MARKET STREET
WILMINGTON, DE 19802

e. 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, 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.

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.

f. Insurance

1. Vendor recognizes that it is operating as an independent vendor 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 vendor and is not an employee of the State of Delaware.

3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	$1,000,000 per person and $3,000,000 per occurrence

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 vendor 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 vendor 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

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through sub-vendors, 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.

h. 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.

i. 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%).

j. Penalties

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

k. Termination for Cause

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, the State of Delaware shall thereupon have the right to terminate the 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 the contract shall, at the option of the State of Delaware, 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 useable to the State of Delaware.

l. Termination for Convenience

The State of Delaware may terminate the 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, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the State of Delaware, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware. If the contract is terminated by the State of Delaware as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. Non-discrimination

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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.

n. 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.

o. 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.

p. 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.

q. 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.

r. Applicable Law

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

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

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

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

The selected vendor 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.

s. 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.

t. 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.

u. Other General Conditions

1) **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4) **Prior Use** – The State of Delaware reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the State of Delaware.
5) **Status Reporting** – The selected vendor 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) **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.

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

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. The State of Delaware reserves the right to pre-approve any news or advertising releases concerning this RFP, 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 RFP or resulting contract shall require the prior express written permission of the State of Delaware.

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.

4. Technology Requirements

1) **Acknowledgement Required**

a) **Standard Practices**

With respect to work provided to or conducted for the State by a vendor, the vendor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the state. The vendor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The vendor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are coordinated with the Department of Technology and Information (DTI) and are consistent with practices utilized by, or policies and standards promulgated by DTI published at http://dti.delaware.gov/information/standards-policies.shtml. If any service, product or deliverable furnished by a vendor(s) does not conform to State policies, standards or general practices, the vendor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

b) **Confidentiality and Data Integrity**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or

disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Vendor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT**, attached, and made a part of this RFP by including the signed agreement in its proposal. Vendor employees, individually, may be required to sign the statement prior to beginning any work.

c) Security Controls

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system~~s~~ or software meets or exceeds the Top 20 Critical Security controls located at http://www.sans.org/critical-security-controls/.

d) Cyber Security Liability

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

e) Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction

2) Mandatory Standards

The following State of Delaware technology standards and/or policies have been identified as being related to this solution:

a) Website Common Look and Feel
http://dti.delaware.gov/pdfs/pp/WebsiteCLF.pdf

b) Data Classification Policy
http://dti.delaware.gov/pdfs/pp/DataClassificationPolicy.pdf

c) Data Management Policy
http://dti.delaware.gov/pdfs/pp/DataManagementPolicy.pdf

d) State of Delaware Information Security Policy (DISP)
http://dti.delaware.gov/pdfs/pp/DelawareInformationSecurityPolicy.pdf

e) Secure File Transport
http://dti.delaware.gov/pdfs/pp/SecureFileTransport.pdf

f) Strong Password Standard
http://dti.delaware.gov/pdfs/pp/StrongPasswordStandard.pdf

g) Web Application Security
http://dti.delaware.gov/pdfs/pp/WebApplicationSecurity.pdf

h) Disposal of Electronic Equipment and Storage Media Policy
http://dti.delaware.gov/pdfs/pp/DisposalOfElectronicEquipmentAndStorageMedia.pdf

i) Data Integration Standard
http://dti.delaware.gov/pdfs/pp/DataIntegrationStandard.pdf

Prospective vendors are made aware that not all technology terms conditions or standards may be applicable to the identified solicitation. The DOL, in adherence with current applicable technology policies, will reserve the right to focus emphasis and attention to the policies that are crucial and/or provide the most benefit to the State of Delaware.

F. 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 – Sub-vendor Information Form
- Attachment 7 – Subcontracting (2nd Tier Spend) Report

- Attachment 8 – Employing Delawareans Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Equal Opportunity Statement
- Attachment 11 – Vendor Confidentiality and Integrity of Data Agreement
- Attachment 12 – Table of Contents for Appendix A, B and C
- Appendix A – Program Background and Scope of Work
- Appendix B – Proposal Requirements
- Appendix C – TANF Polices

STATE OF DELAWARE
Department of Labor
Division of Employment and Training

IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5, 8 and 11 must be included in your proposal**
- Attachment 6 must be included in your proposal if sub-vendors will be involved
- Attachment 7 represents 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 Vendors.

In accordance with Executive Order 14 – Increasing Supplier Diversity Initiatives within State Government, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and/or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by MWBE and any MWBE certifications for the sub-vendor (State MWBE certification, Minority Supplier Development Council, Women's Business Enterprise Council). The format used for this 2nd Tier report is found in Attachment 7.

2nd tier reports (Attachment 7) shall be submitted to the contracting Agency's Supplier Diversity Liaison at contracting@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE
Department of Labor
Division of Employment and Training

Attachment 1

NO PROPOSAL REPLY FORM

Contract No LAB 17900 – TANF_WORKS Contract Title: TANF Works Services for Adults

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**.

STATE OF DELAWARE
Department of Labor, Division of Employment and Training

Attachment 2

CONTRACT NO.: **LAB 17900 – TANF_WORKS**
CONTRACT TITLE: **TANF Works Services for Adults**
OPENING DATE: **July 10, 2017 at 4:00 PM (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-vendor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Department of Natural Resources and Environmental Control, Department of Labor - Division of Employment and Training

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Natural Resources and Environmental Control, Department of Labor - Division of Employment and Training

COMPANY NAME _____ Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

	(circle one)	(circle one)	(circle one)
COMPANY CLASSIFICATIONS: CERT. NO._____	Women Business Enterprise (WBE) Yes No	Minority Business Enterprise (MBE) Yes No	Disadvantaged Business Enterprise (WBE) 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 BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Labor

Attachment 3

Contract No. LAB 17900 – TANF_WORKS
Contract Title: TANF Works Services for Adults

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

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

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

<u>Note:</u> use additional pages as necessary.

STATE OF DELAWARE
Department of Labor

Attachment 4

Contract No. LAB 17900 – TANF_WORKS
Contract Title: TANF Works Services for Adults

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: use additional pages as necessary.

STATE OF DELAWARE
Department of Labor

Attachment 5

Contract No. LAB 17900 – TANF_WORKS
Contract Title: TANF Works Services for Adults

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 list the contract.

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.

STATE OF DELAWARE
Department of Labor

Attachment 6

SUB-VENDOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. LAB 17900 – TANF_WORKS	2. Proposing Vendor Name:	3. Mailing Address
4. SUB-VENDOR		
a. NAME	4c. Company OMWBE Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUB-VENDOR		
6a. NAME OF PERSON SIGNING 6b. TITLE OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
PART II – ACKNOWLEDGEMENT BY SUB-VENDOR		
9a. NAME OF PERSON SIGNING 9b. TITLE OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED

* Use a separate form for each sub-vendor

Attachment 7

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							**Report Start Date:**											
Contract Name/Number							**Report End Date:**											
Contact Name:							**Today's Date:**											
Contact Phone:							*Minimum Required		Requested detail									
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Sub-vendor***	**Work Performed by Sub-vendor 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**	**Date Paid**	

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: contracting@state.de.us

STATE OF DELAWARE
Department of Labor

Attachment 8

Contract No. LAB 17900 – TANF_WORKS
Contract Title: TANF Works Services for Adults

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____

2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____

   Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____

4. Total percentage of employees who are bona fide resident of Delaware: _____

If sub-vendors are to be used:

1. Number of employees who are residents of Delaware: _____

2. Percentage of employees who are residents of Delaware: _____

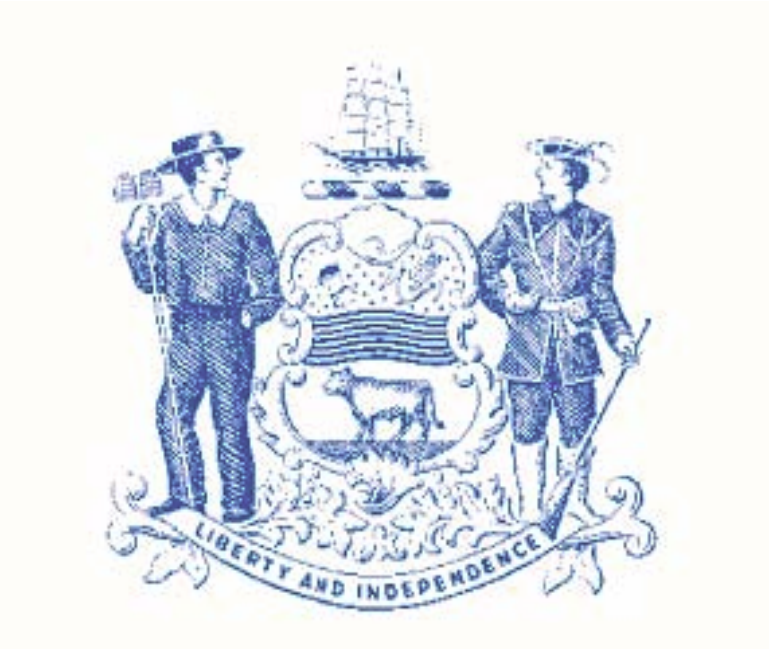
"Bona fide legal resident of this State" shall mean any resident who has established residence of at least 90 days in the State.

Attachment 9

State of Delaware

Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
http://gss.omb.delaware.gov/osd/certify.shtml



Complete application and mail, email or fax to:

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

Attachment 10

EQUAL OPPORTUNITY NOTICE

The grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

Section 188 of the Workforce Innovation Act of 2014 (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I financially assisted program or activity;

Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against individuals with disabilities;

The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

All services funded through this Request for Proposal (RFP), when viewed in their entirety, will be readily accessible to disabled individuals and will conform to all Equal Opportunity laws and regulations.

STATE OF DELAWARE
Department of Labor

Attachment 11

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

Vendor Confidentiality (Non-Disclosure) and Integrity of Data Agreement

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____ or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Vendor and to any others working under the Vendor's direction.

I, the Undersigned, hereby affirm that I have read DTI's Policy on Confidentiality (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Vendor Signature_____

Date: _____

Vendor Name: _____

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APPENDIX A – BACKGROUND AND SCOPE OF WORK

INTRODUCTION

The TANF Team is looking for vendors who are totally committed to working with TANF job seekers and those TANF clients who are employed to achieve economic independence for themselves and their families. Successful vendors will be vendors who do "whatever it takes" to help remove barriers to client success; vendors who help clients focus on long term goals, yet help meet short term needs; vendors who see clients as deserving people in difficult circumstances, not difficult people in circumstances they deserve.

BACKGROUND AND KEY PRINCIPLES

Implementation of Delaware's TANF Program began on October 1, 1995. The objective of the program is for all of Delaware's TANF Program employable adults to **achieve their full career and employment potential through high-quality satisfying jobs, which provides Delaware's employers with a competitive workforce.**

RESULTS TO DATE

Delaware's TANF Program results show:

1. **WORK PAYS MORE THAN WELFARE.**
   - Cash Grant for 3 = $338 per month
   - **Statewide**
     - Average wage = $10.07/hr.
   - **By County**
     - Average wage in New Castle - $10.39/hr.
     - Average wage in Kent - $10.11/hr.
     - Average wage in Sussex - $ 9.727/hr.

Delaware's TANF Program clients receive supports that subsidize:

- Wages,
- Childcare,
- Health Care,
- Transportation Assistance,
- Cash Grant, and
- Earned Income Tax Credit (Federal).

OUTCOME STATEMENT

The goal of Delaware's TANF Program is to provide a welfare system based on a philosophy of mutual responsibility. In working toward that goal, the State will strive to place individuals in private or public sector unsubsidized employment that enables them to enter and maintain family sustaining employment. To that end, the TANF program provides individualized supports and programming to assist families to become employed, and expects families to accept responsibility to become self-supporting.

Five key principles form the foundation of TANF:

1. Work should pay more than welfare.
2. Welfare clients must exercise personal responsibility in exchange for benefits.
3. Welfare should be transitional, not a way of life.
4. Both parents are responsible for supporting their children.
5. The formation and maintenance of two-parent families should be encouraged; and teenage pregnancy and unwed motherhood should be discouraged.

GENERAL EXPECTATIONS

Delaware's TANF Program is seeking qualified vendors that can contribute to Delaware's Outcome Statement in the following target areas:

- Placement of individuals in unsubsidized jobs
- Participation of individuals in the appropriate number of consecutive hours of countable activities in every week
- Retention in full time jobs
- Increases in earnings and benefits
- Skill improvements and credentials earned
- Customer satisfaction (while not an outcome, it is a Delaware indicator)

Delaware's TANF Program Team is seeking highly qualified vendors that can directly contribute to Delaware's desired employment outcome and supporting adult TANF clients to reach self-sufficiency through one service – TANF Works. The TANF Works vendor will provide services to help TANF clients obtain and maintain full-time unsubsidized employment that results in achieving long-term economic independence. To ensure long-term economic independence, Delaware's TANF Program Team is interested in proposals that link clients to adult career pathways. Adult career pathways prepare the unemployed and underemployed for jobs by offering flexible services in partnership with education institutions, community-based vendors, government agencies, and business and industry. Adult career pathways lead individuals to an industry recognized credential or certificate, associate degree, bachelor's degree, and ultimately employment in a middle- or high-skill occupation. Adult career pathways integrate multiple levels of education, including adult literacy, adult basic education, GED instruction, English language literacy, and post-secondary career and technical education (CTE) which leads to an industry credential/certificate and/or an associate degree. Education, workforce, and support services are integrated so that instruction and support services are available as the recipient progress through the pathway. Adult career pathways prepare individuals to enter the workforce and for the next level of education.

According to the Center for Occupational Research and Development, the adult career pathways programs should include:

- An intensive **prep stage** designed to prepare Clients for job entry and post-secondary study;
- **Industry-focused curriculum** that prepares Clients for employment and career advancement in a specific occupation or industry;
- A **multi-step career ladder** that begins with job-entry skills and concludes with advanced technical skills often leading to an industry recognized credential/certificate and/or an associate degree;
- **Partnerships** with community vendors and government agencies that can supply resources to Clients to overcome barriers that might impede study and/or employment;
- Part-time or integrated **employment opportunities** in appropriate positions upon completion of the prep stage and/or as the individual progresses through the career pathway; and
- Personal and academic **support services** essential to client success.

At a minimum, the vendor would assess TANF clients for an appropriate career pathway and create an Individual Service Strategy (ISS) with the necessary action steps that need to be taken to be successful.

This solicitation is to ensure services are provided to all Delaware TANF Program clients statewide. Vendors should clearly define how they will provide direct client services, including but not limited to the following areas:

- Northern New Castle County (including Wilmington and Claymont)
- Southern New Castle County (including Newark, Middletown, and Odessa)
- Kent County (including Smyrna and Dover)
- Sussex County (including Georgetown and West Rehoboth)

Vendors may bid on one or more of the above areas. Vendors are encouraged to think outside the box to keep costs down when proposing to serve more than one area.

Delaware's TANF Program Team is interested in specific and definitive formal linkages between agencies, which will directly lead to:

- saving or generating additional resources,
- increasing customer outcomes and satisfaction, and
- services to customers with more or different needs.

Each vendor works with all other vendors and DSS, DOL, and DOT staff/local representatives to assure effective communication at the local level and to resolve local placement, transition, and services issues. Vendors will designate a local county representative to participate on a Local Coordinating Team (LCT) and WIOA local meetings in each county that they are funded to provide services.

Vendors will be responsible for decisions relating to the full family sanctions and the cure of such sanctions consistent with applicable policies.

Selected vendors will support the APEX program. The APEX program helps clients through the pardons and expungement process and provides employer education, and advancing legislative reform. This will at a minimum include:

- Making brochures available on site.
- Making it possible for APEX to have regular monthly meetings on site.
- Actively promote APEX services to clients as a tool to move to economic independence.

Selected vendors will be required to attend meetings as requested by DOL/DET and DSS.

REQUIREMENTS

Under Delaware's TANF Program, cash benefits are time limited to households headed by employable adults age 18 and over. The time limit for benefit receipt is 36 cumulative months.

Some key characteristics of Delaware's TANF Program follow:

- The client's "TANF Clock" (a lifetime limit of 36 months of benefits).
- TANF clients must participate in work activities for two consecutive full weeks at appropriate hours per week in order for their case to be opened. TANF client benefits are retroactive to the first day of the two-week pre-participation period.
- TANF clients whose cases have been closed for failure to participate must participate in work activities for four consecutive full weeks at appropriate hours per week for their case to be re-opened. TANF client benefits are retroactive to the first day of the four-week cure sanction period.
- TANF clients are required to participate a minimum number of hours each week.
    i. A minimum number of hours must be in Core Work Activities these include:
        a. Core Work Activities with no time limitations:
            - Unsubsidized employment
            - Subsidized employment
            - On-the-job training
            - Work experience
        b. Core Work Activities with time limitations:
            - Job Search and Job Readiness – limited to 12 weeks in a calendar year, no more than 4 consecutive weeks with work readiness hours
            - Vocational Education Training – not to exceed 12 months unless the client meets the criteria for additional Vocational Education Training under the Blevins Law.
    ii. Non-Core Work Activities include: Job Skills Training Directly Related to Employment, Education Directly Related to Employment, and Satisfactory Attendance at Secondary School or in a GED program.

Clients in the services listed above will be referred to the vendor by the Department of Health and Social Services, Division of Social Services (DSS), unless otherwise specified. Clients are:

- Individuals with minor children applying for Delaware's TANF cash assistance program
- Individuals receiving Delaware's TANF benefits
- Individuals who are currently non-compliant in Delaware's TANF Program
- TANF-like individuals (individuals with minor children eligible for DSS benefits, who include non-custodial parents who have to comply with the Division of Child Support Services)

Payment

Contracts funded under this solicitation will be a hybrid contract.

- Year One: 70% cost reimbursement and 30% performance based
- Year Two: 60% cost reimbursement and 40% performance based
- Year Three: 50% cost reimbursement and 50% performance based

The payment structure can be found under the section "Performance Targets, Performance Standards, Performance Based Payments and Bonuses". The State of Delaware reserves the right to modify this

payment structure at any time due to the needs of the program or a change to federal or state requirements.

It is expected that Vendors will budget sufficient supportive funds to enable Clients to be successful. Incentive payments are budgeted as part of supportive services. Vendors are expected to utilize incentives to reward Clients' achievements.

The payment structure for the contracts awarded as a result of this RFP will include a bonus payment.

Note: For any contract that is extended for an additional year, Delaware's TANF Program Team reserves the right, at its sole discretion, to make changes in the performance and bonus payment in the extension year of the contract. Nothing in this Request for Proposal limits the TANF Team's authority to modify the payment structure through the contract modification process described in the contract.

Reporting Requirements and System Resources

The information to be provided by vendors that obtain awards based on this solicitation will be substantial.

Prior to executing a contract, Vendors, without current contracts, will be required to provide a copy of their most recent audit to establish their fiscal soundness and eligibility for a contract.

An annual report outlining major program accomplishments and monthly financial reports will be required. In addition, vendors will be required to submit client success stories monthly and as requested.

Since contracts will be executed on a hybrid structure, client outcome reporting will be accomplished by entering performance into Delaware Job Link and the Division of Social Services (DSS) ASSIST Worker Web reporting system. The next several paragraphs describe the required Management Information and Reporting systems in support of this project. AUTOMATED LINKAGE

Contractors must be able to access the ASSIST WW system. The selected contractor will provide a computer(s) on their own Internet service account that provides them access to the internet.
The contractor is responsible to meet State defined remote access requirements as outlined below:

- Contractor is responsible for assigning an IT Technician to support contractor PC issues.
- Contractor must have Internet access. Network Connection: High speed internet connection, actual bandwidth requirements are highly dependent on the number of users sharing the connection.
- Contractors must submit the appropriate paperwork to their State supervisor so that access to all DHSS IT resources such as SSL VPN and appropriate domain accounts can be obtained through EIAM.
- Contractor will access the ASSIST WW system using the SSL VPN site. A Juniper Client is required for SSL VPN and will be downloaded to the PC upon first connecting. The URLs for the SSL VPN site and the ASSIST WW system will be will be provided to selected contractor during the onboarding and access provisioning process.
- Contractor PCs must run Windows 7 and Internet Explorer V 9.0 or greater with compatibility mode disabled and JavaScript/Cookies enabled. PC specifications are listed below.

- Contractor must ensure that contractor's printers are compatible with Citrix Met frame. A list of HP compliant printers is available at the following address: http://h71028.www7.hp.com/ERC/downloads/4AA0-8465ENW.pdf
- Contractor users will be issued a DHSS APPS domain ID, password, SSL VPN account and password. Both are required in order to access and log on to Assist WW.

Any costs to replace or upgrade PCs or software in order to access Assist WW will be borne by the contractor.

In addition, the Contractor must have the capability of sending and receiving faxes.

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

Vendors must link electronically with the DSS automated system and Delaware Job Link internet reporting systems. Selected Vendors will provide computers and their own Internet service account that provides them access to the Internet.

The vendor will submit all required program reports accurately and in a timely manner. The input of required data must be kept current at all times. Performance payments will depend on accurate and timely documentation (manual and automated).

PROPOSAL SUBMISSION CONTACT & REQUIREMENTS

CONTACT FOR REQUEST FOR PROPOSAL

The Coordinator for this Request for Proposal (RFP) at the Department of Labor, Division of Employment and Training will be:

Colleen Cunningham
Division of Employment and Training
4425 North Market Street
Wilmington, DE 19809
302-761-8122
colleen.cunningham@state.de.us

AS IDENTIFIED ON THE COVER PAGE THE REQUEST FOR PROPOSAL (RFP) SCHEDULE

- July 10, 2017 - Request for Proposal Issued. Solicitation packages will be available at http://bids.delaware.gov

- July 18, 2017 - Vendors' Conference, Buena Vista Conference Center, 661 South Dupont Highway, New Castle, Delaware 19720, 1:30 PM – 4:30 PM (Local Times). Questions will be entertained at the Vendors' Conference. Additional questions regarding this RFP can be submitted until July 19, 2017 at 4:00 PM Local Time. A written summary of questions and answers will be available at http://bids.delaware.gov no later than July 21, 2017.

- August 4, 2017 - Proposals due by 4:00 PM to the Department of Labor, Division of Employment and Training, RFP Coordinator. Vendors must submit three (3) original proposals.

- August 23, 2017 – Final Proposal Presentations, Buena Vista Conference Center, 661 South Dupont Highway, New Castle, Delaware, 19720. (August 24, 2017 has also been held for presentations).

- September 3, 2017 - Contract Awards

- September 30, 2017 - Contracts Ready for Execution (Signature)

- October 1, 2017 - Services Operational

- Selected Vendors must be available to participate in workshops to be held between October 1, 2017 & October 30, 2017.

The Department of Labor will manage Delaware's TANF Works Program.

The availability of services will be dependent on the availability of funds and the quality of proposals. The award of funds will be solely at the discretion of Delaware's TANF Works Program Proposal Review Committee.

This solicitation is for a twelve (12) month period beginning October 1, 2017, and ending September 30, 2018, with the option to renew the contract with the agreement of the two contract parties for an additional twelve (12) months up to 3 times. The Delaware's TANF Works Program will operate in all three (3) counties.

The vendor will complete and submit a contract renewal application prior to the end of each contract period at which time vendor performance targets and funding will be re-evaluated by the Delaware's TANF Works Program Team. At the discretion of the Delaware's TANF Works Program Team, the 12-month extensions may be negotiated based upon satisfactory vendor performance, the availability of funds, and need for services.

Vendors who are interested in providing services in more than one county or more than one location within a specific county must submit an individual proposal for each area they are interested in providing services. Again, proposals are being solicited to serve those located in:

- Northern New Castle County (including Wilmington and Claymont)

- Southern New Castle County (including Newark, Middletown, and Odessa)
- Kent County (including Smyrna and Dover)
- Sussex County (including Georgetown and West Rehoboth)

Vendors intending to subcontract a portion of a service must inform Delaware's TANF Program Proposal Review Committee by including information in an attachment included in the proposal and by including representatives from the subcontracted agency(ies) in the proposal presentation process. Payment to sub-vendors will be the responsibility of the vendor, not the State. Subcontracting services shall not relieve the vendor from the established obligations, or affect a change in the contract.

PROPOSAL REVIEW PROCEDURES

Analysis will include a comparison with other similar offers, Vendors past performance, where appropriate, and other performance/contract standards. The analysis will be provided to the proposal review committee, which will make the decision on funding.

Delaware's TANF Program proposal review committee will review proposals and the staff analysis. Vendors will make oral presentations to the review committee on August 23, 2017 at Buena Vista, and possibly August 24, 2017 at the same location.

NOTE: Handouts, promotional materials, videos, overheads, etc. are not permitted at oral presentations.

The Delaware's TANF Program proposal review committee may be drawn from the Delaware's TANF Program team, and other public/private sector representatives.

Funded proposals will be expected to provide, at a minimum, the services specified, at the cost proposed in the proposal. Negotiations will be required following the selection of vendors.

Vendors may request an explanation of the basis for the awarding of funds from The Delaware's TANF Program Team, c/o the RFP Coordinator. The request must be in writing and be submitted within ten (10) calendar days of the award. However, the existence and contents of proposals are confidential and as such will not be discussed with any proposer or outside party at any time other than designated official proposal review periods.

Proposals are considered the property of Delaware's TANF Program Team and will not be returned.

Vendors should also be aware that they are competitors and should not discuss the contents of proposals with others. This is not meant to discourage in any way the submission of a proposal in partnership by multiple vendors. If that is done, it must be identified in the proposal and stated at the Proposal Presentation by including representatives from the subcontracted agency(ies) in the Proposal Presentation process.

PROPOSAL EVALUATION

All proposals presented for consideration will be reviewed and evaluated according to the following criteria:

1. **Oral Presentation 10%**

   Ability to articulate services and desired outcomes to be provided.

2. **Demonstrated Capacity 35%**

   Key staff and the proposer agency successfully delivered services similar to those described in this RFP and can validate this performance. Proposer has demonstrated the ability to deliver services requested in this RFP, which can include past program performance with the State of Delaware. The proposer has successfully worked with groups of people similar to Delaware's TANF Program clients described here and can validate this work.

3. **Budget 25%**

   Costs are clearly presented, reasonable, and fall within an estimated range and are competitive with comparable programs to accomplish the established performance measures. Costs are adequate to provide the necessary defined services to individuals. Administrative and program costs are adequately detailed.

4. **Program Design and Proposed Performance 30%**

   Program design reflects a strong likelihood that Delaware's TANF Program Clients will achieve their full career and employment potential through high-quality, satisfying jobs.

   This also includes ensuring federal TANF work participation activities lead to self-sufficiency.

   Formally established and documented linkages with other agencies that provide supportive services to the TANF Clients.

   Program design includes innovative elements, which ensure meeting the program's targets for job placement and significant improvements in retention.

   Creative elements (may be presented as contingencies) are included to address current and changing economic conditions.

   The number of staff is adequate and possesses the level of expertise and prior experience required to achieve program targets.

SOLICITATION SPECIFICATIONS

The Delaware's TANF Program Team in accordance with the State's Delaware's TANF Program, request proposals for TANF Works Program services.

Definitions:

1. Participation Standard – Participation by an enrolled individual for a minimum of appropriate hours of work activities per week for each week that ends on a Sunday in a calendar month.

2. Work Activities – Core and Non Core work activities as described below.
3. Core Work Activities – Unsubsidized employment, subsidized private sector employment, subsidized public sector employment, work experience, on-the-job training, job search and job readiness assistance (with limitations on duration), community service programs, and vocational educational training (with limitations on duration and the proportion of clients who can participate).
4. Non-Core Work Activities – Job skills training directly related to employment, education directly related to employment (in the case of a recipient who has not received a high school diploma or its equivalent), and satisfactory school attendance at a secondary school (for those who have not completed high school).
5. Week – A period beginning on Monday and ending on Sunday
6. Target Groups – Single Parent Work Eligible Individual, Two Parent Work Eligible Individuals, out of school Youth ages 16-17, TANF-like individuals, non-custodial parents who have to comply with the Division of Child Support Services & Refugees.
7. Appropriate hours of Participation –

Group	Minimum Hours of Participation	Minimum Core hours of Participation
Single Parent Work Eligible Individual with a child under 6	20	20
Single Parent Work Eligible Individual with no children under 6	30	20
Two Parent Work Eligible Individuals	40	40
Refugee	30	20
Youth 16 – 17 and out of school	30	20

The objective of the TANF Works Program is as follows:

- Move Clients into unsubsidized employment leading to self-sufficiency.
- Make it possible for clients to meet the participation standard for 52 consecutive weeks.

The TANF Works Program consists of those services necessary to enable a client to fully participate in qualified, supervised work activities to earn benefits, to prepare, search for and obtain unsubsidized employment, and to meet the participation standard for 52 consecutive weeks.

Participation in the TANF Works Program is a prerequisite for Clients to receive a grant. Core Work Activities are required and are preferable to Non-Core Activities (permitted subject to limitations). Unsubsidized employment is the desired outcome. The State of Delaware is not considered as an employer while Clients are performing in subsidized employment, on-the-job training, or work experience. In no case is the State responsible for the payment of FICA or FUTA.

TANF Works vendors will:

- Provide no-cost dedicated office space for Bridge Worker who provides comprehensive case management services for TANF clients who may have issues with homelessness, domestic

violence, mental health and/or substance abuse conditions to overcome these barriers that may impede in the employment and training process. The selected vendor must collaborate with the Bridge worker to address client barriers.

- Must provide interpreter and translation services to all non-English speaking individuals. Emphasis should be placed on English as a Second Language (ESL).

- Have an orientation and sufficient services available daily to enable an individual to begin a full schedule of work activities whenever they contact the vendor in person.

- Provide an in-depth assessment and individual service strategy for each individual immediately following the client orientation. The ISS should capture barriers to employment and notate activities to be provided in order to assist with the elimination of those barriers including deficiencies in Soft Skills. Selected Vendors are expected to use the designated assessment as their base assessment instrument. Basic skills assessment will be accomplished through the CASAS (Comprehensive Adult Student Assessment System).

- Provide client activities as described in ISS to address areas of weakness or strength as appropriately identified through CASAS assessment. This will include activities that may be done in the classroom or self-directed away from training.

- Vendors will be expected to conduct the Learning Resources Inc. (LRI) soft skills component with a Math Skills review. Selected vendors if not familiar with LRI will be trained. For a brief overview go to: http://www.career-learning-resources.com/Library/OVERVIEW-PQDS-F-1-6-13.pdf. The vendor will be responsible for budgeting for a LRI instructor. Training material will be provided DOL/DET.

- Provide the client with a 4 week schedule of activities following orientation. It will include an intensive period of work readiness activities for the initial 4 full weeks of participation. The work readiness skills taught will be designed to prepare clients for work and for their job search process. No self-directed job search hours will be permitted during the first 3 full weeks. Job applications/interviews developed by program staff specifically for the client are permitted and hours spent in orientation, assessment and Individual Service Strategy development may be utilized.

- Contact DSS immediately upon the successful completion of participation for each client's initial consecutive 2-week period and for those clients who have completed 4 consecutive weeks to cure their sanction.

- Have dedicated job development staff and maintain a job bank of employment opportunities for clients to access. This is required in order to allow placement during the first 4 week period of participation, support the job search done by Clients and to assist clients to find jobs consistent with their interests/abilities.

  It is mandatory that the Job Developer position be filled at all times and that 100% of the hours negotiated for this position will be spent in a reasonable combination of Job Placement/Job Development activities and the development of work experience/community service sites. The number of staff hours allocated to this function will be specified in the contract.

- Use the State of Delaware Department of Labor website https://joblink.delaware.gov/ada/ to

assist clients in obtaining employment. This will include creating a job seeker account and a resume in Delaware Job Link. This is a mandatory component of the initial assessment and should be updated as needed.

- Place and maintain individuals in jobs with sufficient work hours to meet the minimum required participation hours. The outcome goal is for full time unsubsidized employment at wages exceeding the average wages found in the RFP with medical benefits, and sufficient income to no longer need TANF assistance.

- At any point that the hours of participation are below the required amount, initiate additional activities.

- Document all participation and service hours consistent with the TANF documentation policy.

- Intensively case-manage clients during their entire participation. This includes periods of time when the client may be in other services such as drug/alcohol treatment.

- Work with the Transition to Work vendor, Bridge vendor, and Refugee vendor to provide services to clients referred back who are determined capable of entering employment.

- Participate in all DSS and DOL/DET programs and initiatives by referring potential candidates for participation.

- Be open for a minimum of 8 additional hours on weekends or in the evenings. A minimum of 4 hours of services must be provided on weekends.

- Build and maintain relationships with Clients that result in mutual:

    i. Knowledge and understanding of vendor services and client requirements,

    ii. Understanding of why unsubsidized employment is preferable and pays more than a work activity,

    iii. Efforts that result in the reduction/elimination of barriers to participation in the service,

    iv. Knowledge of client life/literacy (including economic literacy)/occupational skills and appropriate referral to the resources available to improve/build upon them.

Performance Targets, Performance Standards, Performance Based Payments and Bonuses

TANF Works services will operate in a continuous improvement manner. The Division of Social Services projects it will refer 4,582 Clients to TANF Works between October 1, 2017 & September 30, 2018. The projected 4,582 includes TANF and TANF "Like" Clients. The estimated breakout by county follows:

- New Castle - 2743
- Kent - 916
- Sussex - 923

Selected Vendors must be willing and capable of increasing services to an increased number of Clients, if necessary.

Payment points tied to the 30% performance based portion of the contract is referenced below:

Payment Point 1	Enrollment – completion of two consecutive weeks of participation	10%
Payment Point 2	1st 12 Consecutive weeks of Participation	20%
Payment Point 3	2nd 12 Consecutive weeks of Unsubsidized Employment	20%
Payment Point 4	3rd 12 Consecutive weeks of Unsubsidized Employment	25%
Payment point 5	4th 12 Consecutive weeks of Unsubsidized Employment	25%

The Performance expectations:

Enrollment	40% of Referrals
1st 12 Consecutive Weeks of Participation	90% of Enrollments
2nd 12 Consecutive Weeks of Unsubsidized Employment	80% of Enrollments
3rd 12 Consecutive Weeks of Unsubsidized Employment	70% of Enrollments
4th 12 Consecutive Weeks of Unsubsidized Employment	50% of Enrollments

Payment Definitions - Definitions provided here are draft and may be subject to refinement to achieve specificity. They do generally represent the expected definitions:

Payment Point 1	Week 1 of Unsubsidized Employment	Written documentation to support unsubsidized employment
Payment Point 2	12 Consecutive weeks of Participation	Written documentation to support activity
Payment Point 3	2nd 12 Consecutive weeks of Unsubsidized Employment	Written documentation to support unsubsidized employment
Payment Point 4	3rd 12 Consecutive weeks of Unsubsidized Employment	Written documentation to support unsubsidized employment
Payment point 5	4th 12 Consecutive weeks of Unsubsidized Employment	Written documentation to support unsubsidized employment

Payment points may be earned only once per client except when approved by TANF team

Performance-Based Incentive Bonuses

A Performance Based Incentive Bonus will be included for vendors exceeding the average wage established in the RFP for those individuals employed during Week 24 of Unsubsidized Employment who exceed the average wage.

STATE OF DELAWARE
Department of Labor

APPENDIX B

PROPOSAL FORMS

PROPOSAL SUBMISSION INSTRUCTIONS

A. A complete, separate proposal will be submitted for each separate Service to be provided.

B. Vendors will submit three (3) signed originals on 8 ½ x 11inch paper stapled in the upper left hand corner. Please do not place in covers, binders or rings.

C. The proposal must be received by 4:00 PM (Local Time) on August 4, 2017 at:

Department of Labor
Division of Employment and Training
RFP Coordinator
Third Floor
4425 North Market Street
Wilmington, Delaware, 19802

D. Proposal items should be numbered exactly as indicated on the proposal forms.

E. No cover sheet should be added to this proposal.

STATE OF DELAWARE
Department of Labor

PROPOSAL FORMAT

- This RFP requires Vendors to submit their proposals using a standard and streamline proposal format (Performance Target Outline). This outline asks Vendors to present a clear, concise, and simply stated description of their:

1. Proposal Data Summary – The brief summary of key data elements and information regarding the overall proposal.

2. Target Questions:

   i. Outcome Statement - the end state they are committed to for customers served by this program.

   ii. Customer Description - a presentation of customer conditions and behaviors and relevant demographic information including a customer profile.

   iii. Performance Targets - A clearly stated target for the projected number of customers to be served in terms of how many will reach and sustain a high level of success and for how long.

   iv. Product Steps - A clear presentation of some of the core aspects of your approach. What is unique? Why are you proposing to use this approach over alternatives? And, what are some of the key features of the delivery/ service approach of this proposed program?

   v. Key People - Who are the key persons for this program? What are their skills, experience background, etc., that make them ideally suited to make this program successful. If not known, describe the position or who will be doing the hiring.

   vi. Likely Milestones & Verification - What is the logic and sequence of major customer milestones anticipated? How many will likely (projection) reach these milestones toward your Performance Target and what is the corresponding means of verification?

3. Budget

4. Bidders Signature Page

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PROPOSER CHECKLIST

To aid the proposer in putting together their proposal package:

Applicant Submission Checklist

	Page
1. Proposal Data Summary	_____
2. Target Questions	
i. Outcome Statement	_____
ii. Customer Description	_____
iii. Performance Target(s)	_____
iv. Product Steps	_____
v. Key People	_____
vi. Milestones	_____
3. Budget	
4. Bidders Signature Page	_____
5. Addenda	_____
a.	_____
b.	_____
c.	_____

6. Contractual Forms
    - Attachment 2, Non-Collusion
    - Attachment 3, Exceptions
    - Attachment 4, C
    - Attachment 5
    - Attachment 6 or Not Applicable
    - Attachment 8
    - Attachment 9 or Not Applicable
    - Attachment 11

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PROPOSAL DATA SUMMARY

1.0 Name and Address of Applicant Organization

_____
(NAME)

_____
(STREET)

_____
(CITY, STATE) (ZIP CODE)

_____
(CONTACT PERSON)

_____
(TELEPHONE NUMBER) (FAX NUMBER)

_____
(LOCATION(S) OF PROGRAM OPERATION - CITY/TOWN, COUNTY

_____
(AREA THE PROGRAM WILL SERVE)

2.0 Organization Type:

[ ] Non Profit
[ ] Governmental
[ ] Private for Profit

3.0 Proposed Contract Period

START DATE:_____END DATE:_____

4.0 Proposed Services:

[ ] TANF Works Services

5.0 Total Amount Requested: $_____-

5.1 Projected number of Clients to be served yearly _____

5.2 Average cost per client: $_____

6.0 Funding:

6.1 Requested funds for this program are _____% of organization's total budget.

6.2 Funds (dollars or in-kind) will be provided, matching funds, by the proposer to support this proposed program activity. The matching funds will support the following:

_____

7.0 Additional Information

7.1 Provide your performance history in providing services to disadvantaged populations (particularly TANF clients) including the types of services solicited under this proposal and outcomes obtained. (No more than one (1) page will be accepted)

7.2 If you have operated this program in the past (previously named Employment Connections/Keep a Job), please describe the program changes found in this Proposal that have resulted from what you have learned in operating this program. (No more than one (1) page will be accepted)

7.3 Describe how you propose to identify barriers (e.g. transportation, child care, medical, housing, substance abuse, mental health, domestic violence, criminal history, developmental issues) and how do you plan to overcome them. (No more than one (2) page will be accepted)

8.0 Certificate of Information and Authorized Signature

I hereby certify that to the best of my knowledge all information contained in this proposal is accurate and complete, that this is a valid proposal and that I am legally authorized to sign and to represent this organization.

_____
SIGNATURE DATE

_____
NAME

_____
TITLE

Target Outline Question #1

YOUR PROGRAM'S OUTCOME STATEMENT

What is the overall end state that your agency will accomplish for the customers who are served by this solicitation? (No more than 100 words)

Outcome Statement: The result that the investor seeks (generally an end state) to which all performance targets must contribute. Examples include: a school with no one being drug-dependent, a community in which no baby has a low birth weight for any preventable reason, etc. Outcomes are specific states or conditions that can be understood to be caused or at least influenced by the achievement of performance targets.

Target Outline Question #2

CUSTOMERS

A. WHO are the customer for the selected program and HOW MANY customers do you plan to serve in the coming program year? Please provide a description of conditions and behaviors of typical customers as well as demographic information on this customer group. In addition to describing new customers, current vendors who are seeking continued funding should include Clients who carry-in from the current program year to the new program year.

B. Profile-Please provide a profile of one or two customers served by this program.

Customer: Customers are people who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in customer behavior or condition in line with organizational outcomes and mission.

Target Outline Question # 3

PERFORMANCE TARGET

A. What are your QUANTITATIVE PERFORMANCE TARGETS for these customers for the year and how will you know if you reached them?

Note: As specific performance targets are included in the proposal, they do not need to be addressed here. This question refers to additional performance targets that the Proposer has identified as keys to success.
.

B. Verification –Identify the strategies, activities and tools that will be used to monitor performance on a regular basis.

Performance Targets: The specific result that an implementer seeking investment will commit to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the implementer. It almost always represents a change in behavior for the customer of a program.
Verification: Establishing that something represented to happen does in fact take place. Verification in Outcome Funding replaces measuring. It is kept as simple as possible and looks more to answer the question yes or no than to measure small differences. Verification typically focuses on milestones and performance target accomplishments.

Target Outline Question # 4

YOUR PRODUCT

What are the CORE FEATURES of your *product*?

A. Intensity/Duration – Describe the intensity of the service to Clients, including hours of participation. In addition identify the enrollment schedule, training schedule and the duration of the program including post-exit follow-up.

B. Essential Elements: At a minimum the milestones established in Target Question 6 must be described.

C. Comparative Advantages over other Products.

D. Delivery Strategy – In a narrative fashion describe how a specific client will flow through the elements of your program.

E. Other Core Features – Provide a detailed description of your proposed curriculum and time frames.

- Describe your dedicated Job Development Staff, their responsibilities and the criteria by which you will measure their success.
- Describe the services that will be provided to clients during their first 4 week period of participation. Include a detailed summary of the curriculum.
- Describe your plan to move individuals to economic independence.
- Describe how you will identify and immediately engage individuals that lose their employment in appropriate activities.
- Describe any strategy proposed to specifically deal with the current economic situation.

Target Outline Question #5

KEY PEOPLE

A. Identify the key people, their budgeted hours and their qualifications who are primarily responsible for delivering the product, including outreach, assessment, training, coaching/mentoring, fiscal reporting, and project management, as applicable to your specific proposal. If the key people are not known, describe the position, its qualifications and who will be doing the hiring. In addition, please identify the specific, key people and their positions, in schools, or other agencies with whom you are partnering.

B. Identify the critical intermediaries (other individuals/agencies) that are a part of your delivery strategy and how they benefit your program.

Target Outline Question #6

MILESTONES

At a minimum, Milestones must include all mandated Design Components and Program Elements in a manner consistent with the required performance standards. New Enrollments need to be broken out individually (may be done on separate rows or separate Milestone Sheets.)

	A. Milestones	Total	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
Performance Target:			

Milestone: A critical point that customers must reach to ensure that a project is on course to achieving its performance target.

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BUDGET SUMMARY

PROGRAM: _____

AGENCY: _____

DUNS#: _____

	SUBTOTALS	***TOTAL***
1. STAFF SALARIES		
2. STAFF FRINGE BENEFITS		
3. (SUB TOTAL)		
4. DIRECT BENEFITS TO CLIENTS		
(SPECIFY ON SEPARATE FORM)		
5. RENT (INCL. COST PER SQ. FT./HOURLY RATE		
6. CUSTODIAL SERVICES		
7. UTILITIES (LIST) AS A % OF TOTAL ANNUAL EXPENSE		
A. HEAT/AC		
B. PHONE		
C. ELECTRIC		
D. OTHER		
8. CONSUMABLE SUPPLIES		
9. POSTAGE		
10. EQUIPMENT AND FURNITURE PURCHASE		
REASON NECESSARY (ITEMIZE ON ATTACHED PAGE)		
11. EQUIPMENT RENTAL		
REASON NECESSARY (ITEMIZE ON ATTACHED PAGE)		

12. TUITION		
13. ENTRANCE FEES		
14. TRAINING MATERIALS		
A. BOOKS		
B. SOFTWARE		
C. VIDEOS		
D. OTHER (SPECIFY)		
15. PRINTING/ADVERTISING		
16. TRAVEL		
A. STUDENT		
B. STAFF		
17. STAFF TRAINING		
18. CLIENT PAYMENTS		
(WAGES & OJT PAYMENTS,ETC)		
19. CLIENT FRINGES		
20. INSURANCE		
21. PROFESSIONAL SERVICES (LIST)		
_____		
_____		
22. OVERHEAD/INDIRECT FOR PARENT ORGANIZATION		
23. PROFIT		
25. OTHER (SPECIFY)		
26. TOTAL		

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EMPLOYEE LISTING
SALARY AND FRINGE EXPENSES

AREA OF TRAINING:_____ YEAR: _____
ORGANIZATION:_____

LIST EVERY EMPLOYEE BY TITLE
(USE ADDITIONAL PAGES TO LIST EACH EMPLOYEE NUMERICALLY)

POSITION	DATES OF EMPLOYMENT HOURS PER WEEK (if seasonal give # of weeks and hourly rate) (If part-time, indicate hourly rate)		SALARY	FRINGE	TOTAL
Person #1		THIS PROGRAM			
		OTHER			
Person #2		THIS PROGRAM			
		OTHER			
Person #3		THIS PROGRAM			
		OTHER			

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CONTRACT #_____

BUDGET BACK-UP PAGE FOR FORM A

LINE NUMBER	ITEM	NUMBER OF EACH	AMOUNT	EXPLANATION/ REMARKS

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CONTRACT # _____

DIRECT BENEFITS TO CLIENTS

VENDOR: _____

TOTAL AMOUNT OF DIRECT BENEFITS: $_____

(COMPLETE THE FOLLOWING FOR EACH TYPE OF PAYMENT, IE: TRANSPORTATION, NEEDS BASED, ETC. CLIENTS MUST NOT RECEIVE CASH. VOUCHERS ARE TO BE USED FOR GOODS AND SERVICES)

AMOUNT: $_____

TYPE OF PAYMENT: _____

EXPLANATION: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____.

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BIDDERS SIGNATURE FORM

NAME OF BIDDER:_____

SIGNATURE OF AUTHORIZED PERSON:_____

TYPE IN NAME OF AUTHORIZED PERSON:_____

TITLE OF AUTHORIZED PERSON:_____

STREET NAME:_____

CITY, STATE, AND ZIP CODE:_____

CONTACT PERSON:_____

BUSINESS NUMBER:_____**FAX NUMBER:**_____

BIDDERS FEDERAL EMPLOYERS IDENTIFICATION NUMBER:_____

DATE:_____**DELIVERY DAYS/COMPLETION TIME:**_____

F.O.B.:_____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME)_____ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE SATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASE OR ACQUIRED BY THE DELAWARE AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

Attachment IV

Delaware's TANF Employment and Training Activities

"Core" Activities (from which at least 20 hours/week of participation must come)	
Activity Category	***Federal Definitions with Delaware notes***
Unsubsidized employment	Full- or part-time employment in the public or private sector that is not subsidized by TANF or any other public program.
Subsidized private sector employment	Employment in the private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.
Subsidized public sector employment	Employment in the public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a recipient.
On-the-job training	Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides knowledge and skills essential to the full and adequate performance of the job.
Job search and job readiness assistance	Assisting Clients in their efforts to seek employment that is appropriate with their education, skills, and abilities; helping Clients obtain the life skills necessary to prepare for the world of work, e.g., time management skills, socializations skills, stress management skills; and preparation to seek or obtain employment, including substance abuse treatment, mental health treatment, or rehabilitation activities for those who are otherwise employable. This activity is limited by statute to six weeks per year or 180 hours in a 12 month period for clients required to participate 30 hours a week (no more than four weeks may be consecutive to count toward the work participation rates). If Delaware meets the criteria as a "Needy State", weeks/hours of JS/JR may be doubled.
Work experience	A work activity, performed in return for welfare, that provides an individual with an opportunity to acquire the general skills, training, knowledge, and work habits necessary to obtain employment. The purpose of work experience is to improve the employability of those who cannot find unsubsidized employment. This activity must be supervised by an employer, work site sponsor, or other responsible party on an ongoing basis no less frequently than daily. **Participation in this activity and Community Service is limited by the minimum wage requirements of the FLSA: the maximum number of hours work experience and/or community service in a month is determined by dividing the combined monthly TANF and Food Stamp benefits by the higher of the Federal or the Delaware minimum wage*.
Community service programs	Structured programs in which TANF clients perform work for the direct benefit of the community under the auspices of public or nonprofit vendors. Community service programs must be limited to projects that serve a useful community purpose in fields such as health, social service, environmental protection, education, urban and rural redevelopment, welfare, recreation, public facilities, public safety, and child care. Community service programs are designed to improve the employability of clients not otherwise able to obtain employment, and must be supervised on an ongoing basis no less frequently than daily. A State agency shall take into account, to the extent possible, the prior training, experience, and skills of a recipient in making appropriate community service assignments.

Vocational Educational Training	Organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations requiring training. Vocational educational training must be supervised on an ongoing basis no less frequently than daily and may include work-focused general education and language instruction. This can include classroom/credit hours and study/homework hours. For **Federal** participation rate calculation purposes, clients have a lifetime limit of 12 months. • This is the category in which hours are counted for most students attending college. • **Delaware law** allows students under certain circumstance to exceed the federal 12 month limit. • To be considered fully participating, Delaware students who have exceeded the 12 month limit, must be full-time students in good standing **and working**. They also may not be pursuing degrees beyond a first bachelor's degree. **Counting Hours** Classroom hours = Credit hours or actual hours in program in non credit hour programs Study Hours Calculation: Credit hours or scheduled classroom time multiplied by 1.00 is used to calculate weekly unsupervised study hours. For example, a 3 credit course would have an additional 3 hours of countable study time per week
Child care for an individual participating in a community service program	Providing child care to enable another TANF recipient to participate in a community service program. This activity must be supervised on an ongoing basis no less frequently than daily. * This activity is currently not an approved activity in Delaware.

"Non-Core" Activities (cannot count without 20 hours/week from "core" activities)	
Activity Category	***Federal Definitions Under New Rules***
Job skills training directly related to employment	Training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. Job skills training directly related to employment must be supervised on an ongoing basis no less frequently than daily.
Education directly related to employment	Education related to a specific occupation, job, or job offer. Education directly related to employment must be supervised on an ongoing basis no less frequently than daily. **Clients must have not attained a G.E.D. or H.S diploma.**
Satisfactory attendance at secondary school or in a GED program	Regular attendance, in accordance with the requirements of the secondary school or course of study, at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate. This activity must be supervised on an ongoing basis. Notes: 1.) GED and secondary school attendance may count as core hours for 18 and 19 year old adult TANF clients. 2.) GED and secondary school attendance combined with employment equaling 20 or more hours may meet participation requirements.