

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

SUMMER YOUTH EMPLOYMENT PROGRAM

ISSUED BY DELAWARE DEPARTMENT OF LABOR, DIVISION OF EMPLOYMENT AND TRAINING

RFP NUMBER LAB 18006-SY

**Summer 2018 & 2019
May 1, 2018-April 30, 2020**

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I. Overview

The State of Delaware, Department of Labor, Division of Employment and Training (“DET” or the “State of Delaware”) seeks professional services to implement the State’s Summer Employment Youth Program as described in Section II Scope of Services. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ [6981 and 6982](#).

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

Public Notice:	March 2, 2018
Pre-Bid Meeting:	March 15, 2018 at 10:00AM - 12:00PM
Deadline for Questions:	March 16, 2018
Response to Questions Posted:	March 22, 2018
Deadline for Receipt of Proposals	March 29, 2018 at 1:00 PM
Estimated Notification of Award:	April 20, 2018

Pre-bid Meeting

A pre-bid meeting has been scheduled for March 15, 2018 10:00 AM-12:00 PM. The meeting will take place at the Dover Public Library, 35 E Loockerman St, Dover DE 19901. **This is not a mandatory meeting.** The pre-bid meeting is very important for applicants and those who desire a compliant

submission. This meeting will serve to explain the RFP, the RFP process, and address any questions or concerns from potential bidders.

II. Scope of Services

A. Funding

Funding for any resulting contract from this RFP will come from:

1. State General Funds appropriated in the Fiscal Year 2018 Final Operating Budget Act (HS1 for HB275) to the Department of Labor, Division of Employment and Training for the Summer Youth Program as described in Section 269 of the Act. These funds are minimal and are only funds not expended during the 2017 State Summer Youth Employment Program.
2. State General Funds appropriated in the Fiscal Year 2019 Final Operating Budget Act. These funds, if appropriated, will not be available until July 1, 2018.

The anticipated aggregate amount of funding available for all programs to be funded through this RFP is \$625,000. It is expected that the funding will be geographically dispersed in the following manner:

Geographic Subdivisions	Amount	Percent
New Castle County	\$111,100.00	17%
City of Wilmington	\$342,100.00	55%
Kent County	\$85,900.00	14%
Sussex County	\$85,900.00	14%
Total	\$625,000.00	100%

Proposals will identify the geographic areas to be served. The geographic areas are the City of Wilmington, New Castle County outside the City of Wilmington, Kent County, and Sussex County. The funds will be awarded with the consideration of geographic region. The geographic area should be the area that represents majority of youth participants' residency.

The funding level identified is an estimate, based on historical information. The estimate is subject to change without notice. This is the anticipated amount for one (1) year.

B. Performance Period

This RFP will select State Summer Youth providers for the summer of 2018 and 2019. It is expected that the providers selected for 2018 will continue for the summer of 2019. At minimum, DET will conduct an end of summer review to determine if contracts will continue or be terminated. The end of summer review will contain a summary of the summer of 2018 program performance to include:

1. Percent of enrollments compared to enrollment target established in a resulting contract from this RFP. Any Provider who does not achieve 85% of the enrollment target will have their contract terminated and will not be a provider for the summer of 2019.
2. Percent of expenditures compared to a resulting contract from this RFP. Any Provider who does not expend at least 85% of their contract amount will have their contract terminated and will not be a provider for the summer of 2019.
3. Other notable administrative best practices and/or concerns (e.g. timeliness in finalizing summer of 2018 expenditures). DET may at its sole discretion terminate contract for a notable administrative concern.

4. Other notable programmatic best practices and/or concerns. DET may at its sole discretion terminate contract for a notable programmatic concern.

Nothing in this RFP prohibits DET and from using any termination clause in the executed agreement prior to or after the end of summer review.

C. Population

Youth served by this program shall be:

1. Eligible to work in the United States;
2. Not younger than age 14 or older than age 20 at the time of enrollment (except that work leaders may be 21 years of age);
3. Preference will be given to those youth that members of households who income does not exceed 200% of the established income guidelines (Appendix C). Preference will be given by requiring a minimum of 73% of enrollments must meet the income guidelines.

All youth served must be determined and documented as eligible prior to enrolling. Youth must be approved by DET before beginning work. The following must be documented and provided to DET for approval:

1. State Summer Youth Application (Appendix C);
2. Copy of completed Delaware Department of Labor Work Permit, if applicable;
3. Proof of date of birth/age;
4. Proof of parental/family income; and
5. Proof of citizenship or eligibility to work.

Providers shall collect documentation in accordance with the Acceptable Documentation Table found in Appendix C.

D. Program Design and Policies

The intent of this RFP is to provide organizations the funding for wages and fringes enabling youth as defined in the Section (II)(C) to participate in a meaningful work experience during the summer months. Projects employing youth should be a meaningful and productive work experience that provide the opportunity to learn positive work behaviors, gain skills, promote responsibility, team work, good work ethic, and earn wages over the summer months. Programs should be designed for youth to work:

1. No more than 250 hours per summer. Exceptions may be granted by DET on a case by case basis; and
2. Within the ten (10) week period listed below. No program shall be less than six (6) weeks.
Summer 2018: June 18, 2018 and ending on August 24, 2018
Summer 2019: June 17, 2019 and ending on August 23, 2019
3. Providers will be required to submit youth timesheets at least every two weeks to the DET representative. Please see Appendix C for the required timesheet. Exceptions to this may be requested to DET.
4. **Required Program Design Components** - The following list contains required program design components in implementing a State Summer Youth Employment Program:
 - a. All Providers will recruit youth. It is expected that at least 50% of Provider's recruitment will occur after the notification of awards is made public.

- b. All Providers will select youth for participation.
- c. All Providers will determine youth eligible and obtain documentation of eligibility.
- d. All Providers will complete entry of participant information and activities into Delaware JobLink (DJL) in accordance with DET policies and procedures. This includes ensuring all youth participants have a jobseeker account and a built resume by the end of their experience to include their summer employment. DET will provide training to all selected Providers.
- e. Orientation - All Providers will orient selected youth to their program. Orientation shall be no less than 2 days and up to two weeks. Youth shall be paid to attend as if working.
 - i. Orientation ***must*** include:
 1. Information regarding child labor laws from the Department of Labor, Division of Industrial Affairs, Wage and Hour Unit;
 2. Provider's procedures and policies (completion of timesheets/payroll process);
 3. Overview of positive workplace behaviors such as proper attire, calling out, appropriate language, etc.;
 4. DJL registration (creation of a jobseeker account)
 - ii. Orientation is ***encouraged*** to include:
 1. DJL Resume Building;
 2. Facilitating participants in identifying career interests (e.g. <https://www.mynextmove.org/explore/ip>);
 3. Facilitating participants in identifying areas they want to improve upon during their summer experience;
 4. Financial literacy activities;
 5. Other activities done in coordination with local education agencies to connect work and learning.
- f. All Providers shall be in compliance with and federal and state applicable laws. Specifically, all Providers shall ensure all worksites where youth are placed are in compliance with Delaware's Child Labor Law (19 Del. C. ch. 5) <http://delcode.delaware.gov/title19/c005/index.shtml>.
- g. All Providers will place youth at appropriate work sites. In placement, Providers shall take into consideration the youth's interests/school career pathway if applicable, geographic location to youth's residency/youth's ability to access worksite, and employer/work site skill or needs requests.
- h. No youth participant shall be placed where their parent/guardian is employed. Exceptions to this may be requested to DET.
- i. All Providers shall employ one (1) work leader for each twenty (20) youths employed in the program to supervise and monitor the attendance and work performance of the youths selected for the program. Work leaders are participants of the program and may up to 21 years of age.

- j. All participants (*including* work leaders) will be compensated at the State of Delaware minimum wage.
- k. All participants (*except* work leader) will work no more than 250 hours during the summer. Exceptions may be granted by DET on a case by case basis. Exception do not need to be granted for work leaders.
- l. All Program outcomes must provide some benefit to the community and be consistent with the work of the agency.
- m. No youth shall be employed or placed within a job whose sole responsibility is participating in recreational programming.
- n. In no case shall any regular employee be displaced as a result of the placement of a participant under this program.
- o. In no case shall a participant in this program be placed in a job opening which is vacant because the former occupant is on strike, or is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage.
- p. All Providers will participate in any workshop and/or training that is required from a resulting contract from this RFP.
- q. All Providers will support and participate in any evaluation process as outlined by DET. At a minimum this will include sending out established survey's to participants and work sites.
- r. All Providers will obtain proper releases for each youth participant and parent/guardian in order for DET to provide the Department of Education the following information about each summer youth participant funded under this RFP:
 - i. Name
 - ii. Date of Birth
 - iii. Work Experience Site
 - iv. Total hours worked

Sharing this information with the Department of Education will enable participants' secondary school to capture the work experience for any applicable accountability measure as well as provide school officials with information regarding summer experiences their students participated in. Resumes may also be provided upon request.

5. Desired Program Design Components - The following are not required for funding but are desired for quality programming:

- a. Strong connection to local education agency (LEA) and their Career Pathways.** In-school career pathways are supported through Career and Technical Education ("CTE") programs across Delaware's comprehensive, charter, and technical school districts, hereafter referred to as LEAs. All CTE programs must be state approved and provide youth with the opportunity to earn early college credit, industry credential(s), and participate in meaningful work experiences. More information on in-school career pathways can be found [here](#). Activities may include:
 - i.** LEA personnel providing information about Career Pathways available at LEAs;

- ii. LEAs serving as a referral source for youth enrollments and providing information regarding youth’s Career Pathway if enrolled; and
 - iii. LEAs helping build worksites for providers.
 - b. **Worksites aligned with In-Demand Occupations (Appendix D).** Provider has or plans to develop worksites at employers that employ individuals in any of the In-Demand Occupations or provider has or plans to develop worksites that provide the opportunity for participants to learn about In-Demand Occupations from their work experience.
 - c. **Private Sector Employers.** Provider has or plans to develop worksites with private sector employers to engage local employers in providing meaning work experience for participants as well as aid in growing employers’ pipeline of workers.
 - d. **Community Based Projects.** Provider develops community based projects for youth to participant in under this program that work to better the community the participants live in.
 - e. **Soft Skills and/or Academic Skills Development.** Provider designs program that incorporates soft skills and/or academic curriculum/programming/instruction aimed at improving participant’s skills in one or both of these areas as part of the program design.
6. **Bonus Points** - DET will award Bonus Points in three (3) areas. They are not required, only desired. Proposals can seek Bonus Points for more than one (1) of these areas, if more than one applies. They are:
- a. **Desired Components**-DET encourages the desired components identified in Section (II)(D)(4) Desired Program Design Components be included in the program design. Up to ten (10) points can be allotted to proposals that demonstrate at least one (1) desired components is included in the program deign. This should be described in the proposal.
 - b. **Promise Communities**-DET encourages service delivery targeted to serve Promise Communities. Up to 6 points can be allotted to proposals that demonstrate service delivery in at least one (1) promise community. This should be described in the proposal. Promise Communities as these geographic areas/zip codes:

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

- c. **Leveraged Resources**-DET encourages the use of braided funding from multiple sources to achieve programmatic goals. Up to four (4) points can be allotted to proposals that demonstrate collaboration through direct financial or in-kind contributions by other programs, employers, investors, stakeholder, etc. This should be described in the proposal.

For the entire evaluation criteria and points, see section (IV)(C)(4).

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

A. Minimum Requirements

1. Provide State of Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of services. At a minimum this includes proof of State of Delaware Business Licensure for non-state entities. All non-state entities shall provide documentation with the proposal supporting this.
2. Must be a non-profit, public entity, other tax-exempt organization.
3. Provider shall complete and submit the Proposal Templates (Appendix B). Responses shall clearly identify capabilities as presented in Criteria for the Evaluation Team in section (IV)(C)(4).
4. Complete all appropriate attachments and forms as identified within the RFP. See Appendix A for full list of required forms.

B. Prior to Contract Execution

The following will be provided to DET prior to contract execution with the successful Providers:

1. Proof of insurance and amount of insurance shall be furnished to DET prior to the start of the contract period and shall be no less than as identified in this RFP as indicated in Section V (G)(e)(3) Insurance.
2. Any Provider without a contract within the last year with DWDB or DET, will provide a copy of their most recent financial statement to DET to enable DWDB/DET to establish their fiscal soundness and eligibility for a contract.

C. After Contract Execution

The following will be provided to DET within 30 day after contract execution:

1. List of work sites where youth will be placed that includes name and phone number of work site's adult point of contact.
2. At least 50% of youth participants' eligibility documentation referenced in II.C.
3. Staff needing Delaware JobLink access account for required system entry.

This list is not an exhaustive list. DET at its sole discretion may request and require items as it see fit after contract execution.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. **Public Notice** - Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

2. **Obtaining Copies of the RFP** - This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.
3. **Assistance to Providers with a Disability** - Providers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Designated Contact listed in this RFP no later than ten (10) days prior to the deadline for receipt of proposals.
4. **RFP Designated Contact** - All requests, questions, or other communications about this RFP shall be made in writing via e-mail to the DET. Address all communications to the person listed below; communications made to other State of Delaware personnel, or attempting to ask questions by phone or in person, will not be allowed or recognized as valid and may disqualify the Provider. Providers should rely only on written statements issued by the RFP Designated Contact.

Designated Contact:

Andy Feher

DWDBDETContracting@state.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Providers directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State of Delaware who require contact in the normal course of that business.

7. Organizations Ineligible to Bid

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

8. Exclusions - The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a Provider 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 of Delaware 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 of Delaware contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State of Delaware or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. Failure to perform or unsatisfactory performance in accordance with terms of one (1) 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 of Delaware contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

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

2. Proposals - To be considered, all proposals must be submitted in writing (electronic submission) and respond to the items outlined in this RFP by completing the Proposal Submission Template and all required attachments. Proposals received after the specified date and time will not be accepted or considered. DET reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted via email using Microsoft Word or PDF attachments. To document compliance with the deadline, Providers will receive a confirmation email confirming receipt of proposal. It is the Provider’s responsibility to ensure timely submission. Provider should contact the RFP Designated Contact if confirmation email is not received. If a Provider is a successful Provider, documents will be requested in Microsoft Word or Excel.

All proposals shall be sent to DWDBDETContracting@state.de.us and must be received no later than **1:00 PM (Local Time)** on March 29, 2018. Providers are directed to enter “**BID ENCLOSED- LAB 18001-SY**” in the subject line of the email.

DET may allow paper submissions at their discretion and only after prior written approval has been granted to the proposer for extenuating circumstances. Approval must be requested via email to DWDBDETContracting@state.de.us prior to the deadline for Receipt of Proposals specified.

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered. The proposing Provider bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of Provider proposals, each Provider shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve Providers 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 Provider associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at Provider's conference, system demonstrations or negotiation process.
5. **Proposal Expiration Date** - Prices quoted in the proposal shall remain fixed and binding on the bidder at least through August 1, 2018. The State of Delaware reserves the right to ask for an extension of time if needed.
6. **Proposal Opening** - The DET will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of DET personnel.

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

7. **Non-Conforming Proposals** - Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DET.
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 Providers can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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

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

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \(“FOIA”\)](#). FOIA requires that the State of Delaware’s records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected Provider proposals will likely become subject to FOIA’s public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State of Delaware respects the Provider community’s desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as “confidential business information”). Proposals must contain sufficient information to be evaluated. If a Provider feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the Provider’s confidential business information may be lost.

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

Provider(s) may submit portions of a proposal considered to be confidential business information in a separate attachment clearly labeled “Confidential Business Information” and include the specific RFP number. The attachment must contain a letter from the Provider’s legal counsel describing the documents, representing in good faith that the information in each document is not “public record” as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions. The Provider should also include the confidential attachment information on Appendix B, Attachment 5.

Upon receipt of a proposal accompanied by such an attachment, the State of Delaware will open the attachment to determine whether the procedure described above has been followed. A Provider’s allegation as to its confidential business information shall not be binding on the State. The State of Delaware shall independently determine the validity of any Provider designation as set forth in this section. Any Provider submitting a proposal or using the procedures discussed herein expressly accepts the State of Delaware’s absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Provider(s) assume the risk that confidential business information included within a proposal may enter the public domain.

11. **Price Not Confidential** - Providers shall be advised that as a publically bid contract, no Provider shall retain the right to declare their pricing confidential.
12. **Multi-Provider Solutions (Joint Ventures)** – Multi-Provider solutions (joint ventures) will be allowed only if one (1) of the venture partners is designated as the “**prime contractor**”. The “**prime contractor**” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all Provider systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and

approval of a request to subcontract shall not in any way relieve Provider of responsibility for the professional and technical accuracy and adequacy of the work. Further, Provider shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Provider

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

A primary Provider may not submit more than one (1) proposal. However, primary Providers may be a sub-contractor participating in another proposal. Sub-contracting Providers may participate in multiple joint venture proposals.

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

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

14. **Discrepancies and Omissions** - Provider 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 Provider. Should Provider find discrepancies, omissions, unclear or ambiguous intent or meaning, concerning this RFP, Provider shall notify the State of Delaware’s Designated

Contact, in writing, of such findings in the same manner as the submission of questions at least ten (10) days prior to the deadline for the submission of proposals.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing in the specified manner and timeframe.

15. RFP Question and Answer Process

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

- Section number
- Paragraph number
- Page number
- Text of passage being questioned

Questions shall be submitted in accordance with Section IV(A)(4).

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

17. State’s Right to Cancel Solicitation - The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any Provider.

This RFP does not constitute an offer by the State of Delaware. Provider’s participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

18. State’s Right to Award Multiple Source Contracting - Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware may award a contract for a particular professional service to two (2) or more Providers if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap - Providers shall be advised that the State of Delaware, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State of Delaware. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and

subsequently awarded, overlap previous awards. The State of Delaware reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Providers during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

20. **Notification of Withdrawal of Proposal** - Provider 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.

21. **Revisions to the RFP** - If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. **Exceptions to the RFP** - Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Appendix B, Attachment 4. Acceptance of exceptions is within the sole discretion of the evaluation committee. DET reserves the right to deny any and all exceptions taken to the RFP requirements.

23. **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 Provider(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP. DET can fund proposals in whole, part, or none.

Notice in writing to a Provider 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 Provider will acquire any legal or equitable rights or privileges until the occurrence of both such events.

24. 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 Provider(s) whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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

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

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

C. RFP Evaluation Process - An evaluation team will evaluate proposals. DET will establish and convene a Proposal Evaluation Team that will consist of at least three (3) members. It may include DWDB members, subject matter expert (determined by DET staff) and other representatives who represent individuals with barriers to employment as identified in WIOA section 3(24) as well as veterans and other targeted populations at the DET's discretion.

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

Proposals will be evaluated pursuant to the selection criteria of the RFP and procedures established in *29 Del. C. §§ 6981 and 6982*. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The following is the process proposals will be handled after submission:

- 1. Initial Review** - The DET staff will review proposals and reject all that do not meet the minimum criteria as listed in Appendix A. Those not rejected will be advanced to the Proposal Review.
- 2. Proposal Review** - Proposals who meet the RFP criteria described in Section (C)(1) above, will be reviewed by the Proposal Evaluation Team. The Proposal Evaluation Team will individually review and score written proposals in accordance with the Proposal Selection Criteria section below. The Proposal Evaluation Team will make funding decisions and determine awardees.
- 3. Proposal Selection Criteria** - The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the Provider's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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

The Proposal Evaluation Team reserves the right to:

- Select for 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 Providers during the contract review and negotiation.
- Negotiate any aspect of the proposal with any Provider and negotiate with more than one (1) Provider at the same time.
- Select more than one (1) Provider pursuant to 29 Del. C. §6986. It is anticipated that multiple Providers will be selected. Such selection will be based on the type of services and programming being offered and the existing needs for services and programming for Summer Youth Employment.
- For all Providers who have had a contract with DWDB or DET in the past, DET will provide the Proposal Evaluation Team with information about past performance, which will be taken into consideration when making funding recommendations.

4. **Proposal Evaluation Criteria** - All proposals shall be evaluated using the same criteria and scoring process. Providers are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a Provider’s capabilities so the responding Provider should be detailed in their proposal responses.

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

Criteria	Maximum Points
Demonstrated Ability- <ul style="list-style-type: none"> • Provider demonstrates the ability to operate like or similar high quality programs that provided similar services as being solicited in this RFP. • Provider demonstrates the ability to service the number of youth proposed. 	30
Program Design- <ul style="list-style-type: none"> • Proposed Program describes how Provider will implement all required Design Components outlined in Section II. D 	30
Work Experiences- <ul style="list-style-type: none"> • Proposal demonstrates that youth receive a meaningful experience that provides the opportunity to learn positive work behaviors, gain skills, promotes responsibility, team work, and a strong work ethic, on top of earning a good wage over the summer months. 	30
Partnerships- <ul style="list-style-type: none"> • Provider demonstrates the existence or ability to establish solid relationships with local employers and community based organizations to serve as work experience sites. • Provider demonstrates the existence of relationships with other partners that enhance the proposed program. 	10
<i>The following Bonus Points may be awarded where applicable. Proposals may receive Bonus Points in more than one (1) area:</i>	
Desired Components- Proposal demonstrates that at least one (1) desired components is included in the program deign	10
Promise Communities- Proposal includes service delivery targeted to serve Promise Communities as defined in this RFP.	6
Leveraged Funding/Resources-	4

Proposal maximizes collaboration through direct financial or in-kind contributions by other programs, employers, investors, stakeholders, etc.	
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5. Funding Decisions

The Proposal Evaluation Team will total all points allotted per team member, determine the total points allotted per Proposal and rank all Proposals. The Proposal Evaluation Team may negotiate with one (1) or more Providers during the same period and may, at its discretion, terminate negotiation with any or all Providers. The Proposal Evaluation Team will make funding recommendations to DET. DET shall have final authority, subject to the provisions of this RFP and 29 Del. C. § [6982\(b\)](#), to award contracts to successful Providers in the best interests of the State of Delaware. DET may accept the recommendations in whole or in part, or may add conditions to the recommendations. Funding may be approved to fund all or any portion of the cost of a program.

Providers may request an explanation of the basis of the awarding of funds from the Executive Director of the DET. The request must be in writing and must be submitted within ten (10) days of the date indicated on the award notification.

6. References

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

V. Contract Terms and Conditions

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

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

C. General Information

1. The term of the contract between the successful Provider and the State of Delaware shall be for 2 years with 2 optional extensions for a period of one (1) year for each extension. This RFP will select State Summer Youth providers for the summer of 2018 and 2019. It is expected that the providers selected for 2018 will continue for the summer of 2019. At minimum, DET will conduct an end of summer review to determine if contracts will continue or be terminated. The end of summer review will contain a summary of the summer of 2018 program performance (see II. B for details).
2. The selected Provider 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 of Delaware

contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Providers will be required to sign the contract for all services, and may be required to sign additional agreements.

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

D. Collusion or Fraud

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

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

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

E. Lobbying and Gratuities

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

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

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

F. Solicitation of State Employees

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

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

G. General Contract Terms

a. Independent Contractors

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

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

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

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the

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

c. Licenses and Permits

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

Prior to receiving an award, the successful Provider shall either furnish 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 (1) of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

d. Indemnification

1. General Indemnification

By submitting a proposal, the proposing Provider agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Provider's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

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

- 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.

e. Insurance

- 1. Provider recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Provider's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Provider in their negligent performance under this contract.
- 2. The Provider shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Provider is an independent contractor and is not an employee of the State of Delaware.
- 3. During the term of this contract, the Provider shall, at its own expense, also carry insurance minimum limits as follows:
 - a. Provider shall in all instances maintain the following insurance during the term of this Agreement:
 - i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - ii. Commercial General Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - b. The successful Provider must carry at least one (1) of the following depending on the scope of work:
 - i. Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - ii. Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
 - iii. Product Liability
\$1,000,000 per occurrence/\$3,000,000 aggregate
 - c. If the contractual service requires the transportation of departmental clients or staff, the Provider shall, in addition to the above coverage's, secure at its own expense the following coverage:
 - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
 - ii. Automotive Property Damage (to others) - \$25,000
- 4. The Provider shall provide a Certificate of Insurance (COI) as proof that the Provider has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded Provider(s).
- 5. The State of Delaware shall not be named as an additional insured.
- 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

f. Performance Requirements

The selected Provider will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State of Delaware laws, and County and local ordinances, regulations and codes.

g. Bid Bond

There is no Bid Bond requirement.

h. Performance Bond

There is no Performance Bond requirement.

i. Warranty

The Provider will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Provider correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State of Delaware's requirements.

j. Costs and Payment Schedules

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

Allowable costs include:

1. Participant wages
2. Participant employment costs
 - i. FICA
 - ii. Worker's Compensation
 - iii. Unemployment Insurance Tax

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

Payments will be disbursed in three installments. The following is the breakout expected but is subject to change:

1. 25%-Upon contract execution
2. 40%-Upon funding appropriation for new fiscal year (approved state budget)
3. 35%-Up to 35% and is the difference in what was already paid and final amount owed). Based on final financial report and must be approved by DET.

A copy of an approved State of Delaware Summer Youth Employment Program timesheet must be completed for all hours worked by youth participants. Timesheets must be signed by supervisor and youth and shall not be signed prior to the date in which hours are being documented. Providers will be required to submit youth timesheets at least every two weeks to the DET representative. Timesheets will be the basis for reimbursement. Expenditures claimed but not properly documented will be disallowed.

k. Liquidated Damages

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

l. Dispute Resolution

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

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

m. Termination of Contract

The executed agreement resulting from this RFP may be terminated by the DET for cause, convenience, and funding out/ non-appropriation, and the parties can mutually agree to terminate by stipulation.

n. Non-discrimination

In performing the services subject to this RFP the Provider, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful Provider shall comply with all federal and State of Delaware laws, regulations and policies pertaining to the prevention of discriminatory employment practice. The Provider also assures that it will comply with Section 188 of the Workforce Innovation and Opportunity Act ("WIOA") and 29 CFR Part 38 and all other regulations implementing the laws listed above.

It is against the law for a recipient of Federal financial assistance through this RFP to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or, against any

beneficiary of, applicant to, or participant in programs financially assisted under Title I of the Workforce Innovation and Opportunity Act, on the basis of the individual's citizenship status or participation in any WIOA Title I–financially assisted program or activity.

A recipient of financial assistance through this RFP must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIOA Title I–financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

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

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

o. Covenant against Contingent Fees

The successful Provider will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Provider for the purpose of securing business. For breach or violation of this warranty 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.

p. Provider Activity

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the Provider. The Provider must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

q. Provider Responsibility

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

r. Personnel, Equipment and Services

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

to those subcontractor(s) listed in Appendix B, Attachment 6 must be approved in writing by the State of Delaware.

s. Fair Background Check Practices

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

t. Provider Background Check Requirements

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

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

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

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

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

u. Work Product

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

v. Contract Documents

The RFP, the executed contract and any supplemental documents between the State of Delaware and the successful Provider shall constitute the contract between the State of Delaware and the Provider. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, and Provider's response to the RFP.

w. Applicable Law

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

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

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;
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; and

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

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

x. Severability

If any term or provision of this RFP is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this RFP, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

y. Assignment Of Antitrust Claims

As consideration for the award and execution of a resulting contract by the State of Delaware, the Provider hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State of Delaware pursuant to a resulting contract. Upon either the State of Delaware's or the Provider notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State of Delaware and Provider shall meet and confer about coordination of representation in such action.

z. Scope of Agreement

If the scope of any provision of a resulting contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

aa. Affirmation

The Provider must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

bb. Audit Access to Records

The Provider shall maintain books, records, documents, participant files and other evidence pertaining to a resulting Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Provider agrees to preserve and make available to the State of Delaware, upon request, such records for a period of five (5) years from the contract end date. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Provider agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of their duties under the Contract. Upon notice given to the Provider, representatives of the State of Delaware or other duly authorized State of Delaware or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Provider's financial records will be borne by the Provider. Reimbursement to the State of Delaware for disallowances shall be drawn from the Provider's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

cc. 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 Provider will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance and all other required meetings.
6. **Regulations** – All equipment, software and services must meet all applicable local, State of Delaware and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the DET.

8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. **Billing** – The successful Provider is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State of Delaware reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Providers are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State of Delaware's financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Providers shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
13. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

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

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

B. Definitions of Requirements

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

C. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three (3) other customers, have been in use for at least six (6) months, and have been generally

available from the manufacturers for a period of six (6) months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

D. Appendices

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

- Appendix A: Minimum Criteria for Submission Checklist
- Appendix B: Proposal Forms
- Appendix C: Income Guidelines, Acceptable Documentation, & Standard Forms
- Appendix D: In Demand Occupations