



State of Delaware

One-Stop Operator

Request for Proposal

Contract No. LAB-25R-OSO-001

November 6, 2025

Deadline to Respond

December 17, 2025

1:00PM (Local Time)

**State of Delaware
Request for Proposals (RFP)**

Program: One Stop Operator

Issued by: Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment and Training

RFP Number: LAB-25R-OSO-001

Performance Period: March 13, 2026 – March 12, 2027

I. Overview of WIOA and the One-Stop Delivery System

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA requires states to strategically align their core workforce development programs to coordinate the needs of both job seekers and employers through combined four-year state plans with greater flexibility than its predecessor program (WIA). Additionally, WIOA promotes accountability and transparency through negotiated performance goals that are publicly available, fosters regional collaboration within states through local workforce areas, and improves the American Job Center system.

The WIOA One-Stop system should be quality focused, employer driven, and suited to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market especially those with barriers to employment.

As envisioned and defined in the Workforce Innovation and Opportunity Act of 2014 (WIOA), the One-Stop system brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop partners administer separately funded programs as a set of integrated streamlined services to customers.

The Delaware Workforce Development Board (“DWDB”) in partnership with Delaware Department of Labor, Division of Employment and Training (“DET”, and collectively with DWDB, “Delaware”) invites eligible applicants to propose services and request funding to serve as the liaison between the DWDB and One Stop Partner Programs, facilitate and coordinate periodic in-person and/or on-line meetings, conduct trainings for frontline staff. The full list of One-Stop partner programs can be found at <https://det.delawareworks.com/one-stop-system>. The State of Delaware WIOA State Plan can be found at <https://wioaplans.ed.gov/node/330426>.

Programs authorized or amended under WIOA Titles I-B, II, III, and IV are Core Programs and their administrators in the local area are Core Partners of the One-Stop system (WIOA Core Partners).

This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

II. RFP Schedule and Important Dates

A. The following is the schedule of events and due dates pertinent to this RFP:

Public Notice:	November 6, 2025
Pre-Bid Meeting:	November 19, 2025
Deadline for Questions:	December 1, 2025
Response to Questions Posted:	December 10, 2025
Deadline for Receipt of Proposal:	December 17, 2025, no later than 1:00
PM Proposal Review (Written Review):	January 6, 2026
Oral Clarification:	January 13, 2026
Estimated Notification of Award:	January 23, 2026

B. Pre-bid Meeting

A pre-bid meeting has been scheduled for Wednesday, November 19, 2025, from 10:00 AM-12:00 PM. The meeting will take place online using Microsoft Teams

[Join the meeting now](#)

Meeting ID: 248 931 694 949

Passcode: kB2Aw7fM

This is a mandatory meeting.

The pre-bid meeting is very important for applicants and those who desire a compliant submission. This meeting will explain the RFP, the RFP process, and address any questions or concerns from potential bidders

III. Scope of Services

A. Funding

1. The source of funds for this solicitation are:
 - a. Workforce Innovation and Opportunity Act (WIOA), other funding One-Stop partner programs may contribute, and any other state or federal funds Delaware determines to be available and reasonable for the services
 - b. The goal for the use of these funds is to provide workforce investment. activities that increase the employment, retention, and earnings of participants, and increase attainment of recognized post-secondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare and dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of our local economy.
 - c. The entity will be a sub-recipient of Federal funds.
2. The estimated total funding available for the One Stop Operator is \$65,000 and is subject to change without notice.
3. It is Delaware's intent to award for statewide implementation.
4. Payments will be made monthly once Delaware receives invoice satisfactorily completed and provided in the established and communicated method. Monthly payment amount will be the total award divided by 12. No payments for services will be made in advance of the work performed.

B. Services Requested

1. Purpose

The Delaware Workforce Development Board (DWDB) is seeking a qualified entity to serve as the One-Stop Operator (OSO) to support the administration of a comprehensive, integrated workforce development system across the state's four

American Job Centers (AJCs). The One-Stop Operator will ensure coordination, collaboration, and continuous improvement among required WIOA partners to deliver high-quality services to both job seekers and employers.

2. Key Responsibilities

a. System Coordination & Management

The One-Stop Operator will:

- Facilitate strategic alignment of services and policies in accordance with the WIOA State Plan and federal regulations.
- Create and maintain an environment of collaboration, open communication, and problem-solving among all AJC partners and staff.
- Ensure consistent delivery of services across AJCs in New Castle, Kent, and Sussex counties.

Specific Duties Include:

- Facilitate regularly scheduled coordination meetings with all One-Stop partners and area managers. Number and cadence to be determined annually.
- Develop and disseminate meeting agendas at least 7 days in advance.
- Record and distribute minutes, including action items and supporting documents, within 10 business days post-meeting.
- Coordinate inter-agency communication to identify and resolve service delivery challenges.
- Share promising practices, support policy interpretation, and foster innovation across the system.

b. Leadership Engagement & Policy Implementation

- Support and advise the WIOA One-Stop Leadership Team in implementing and updating statewide policies.
- Coordinate monthly meetings with One-Stop program leaders to:
 - Track progress on shared goals and initiatives.
 - Review service delivery alignment and eliminate duplication.
 - Ensure program leaders are advancing agreed-upon action items and maintaining open communication.

c. Continuous Improvement & Professional Development

The Operator will lead efforts to foster a culture of excellence and growth by:

- Coordinating up to four targeted professional development trainings annually for frontline staff.
- Incorporating cross-partner knowledge sharing into standing meetings to promote innovation and enhance service delivery.
- Identifying training needs and coordinating with the Leadership Team to address gaps and support certification-readiness.

d. Data Collection, Analysis & Reporting

- Develop systems to track partner referrals and identify referral trends and service gaps.
- Gather and analyze feedback from customer satisfaction surveys across AJCs; collaborate with Area Managers to adjust surveys if needed.

- Maintain real-time awareness of performance metrics to guide system improvements.

Reporting Requirements Include:

- Weekly updates to the DWDB Executive Director detailing completed duties, open action items, new community partnerships, and barriers encountered or resolved.
- Monthly updates to the One-Stop Leadership Team during regular meetings (via Zoom or in-person).
- A comprehensive meeting summary including discussion outcomes and recommendations distributed within 10 business days post-meeting.

e. AJC Certification Support

WIOA mandates that AJCs be certified at least once every three years based on effectiveness, accessibility, and continuous improvement.

The Operator will:

- Prepare and maintain documentation to support AJC certification.
- Collaborate with DWDB and AJC leadership to conduct readiness assessments.
- Support efforts to achieve and maintain at least “Baseline” certification and strive for “Hallmark of Excellence” designations.
- Track and report on key performance indicators related to certification benchmarks.

f. Governance, Compliance & Documentation

- Ensure all required WIOA partner roles and accountabilities are clearly defined in Memorandums of Understanding (MOUs) and Infrastructure Funding Agreements (IFAs).
- Support regular review and updates of MOUs/IFAs in collaboration with DWDB and partner agencies.
- Safeguard all records, ensuring compliance with federal and state data retention, security, and confidentiality requirements.
- Ensure seamless transfer of all documents to a future Operator, if applicable.

g. Logistics & Meeting Facilitation

- Coordinate logistics for all meetings in consultation with the One-Stop Leadership Team (e.g., securing space, scheduling).
- Meetings may be held in-person at a One-Stop or virtually, depending on need and region.
- Facilitate meetings using in-person and virtual platforms (Zoom, Teams, etc.).
- Schedule guest presentations to introduce new programs or highlight enhancements to existing services.

h. Flexibility & Additional Assignments

- Attend additional ad hoc meetings as requested by the DWDB or One-Stop Leadership Team.
- Be prepared to undertake additional projects or facilitation services, as mutually agreed upon through contract amendment.

3. Minimum Qualifications

- Demonstrated knowledge of WIOA regulations and One-Stop operations.

- Proven experience coordinating multi-agency or collaborative systems.
 - Strong facilitation, project management, and communication skills.
 - Capacity to collect, analyze, and report programmatic and operational data.
4. Additional services/facilitations may be contracted by Delaware through negotiation with the selected entity and subsequent contract amendment.

IV. 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 Delaware.

A. Minimum Requirements

1. All Providers shall have the State of Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of services. Documentation of having a State of Delaware Business License (non-public entities) or non-profit status, if not required to have a State of Delaware Business License, shall be submitted with Proposal.
2. Provider shall complete and submit the Proposal Submission Template (Appendix B including Attachments 1 through 5). and clearly identify capabilities as presented in Proposal Selection Criteria (IV)© (2)
3. Each Proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware.
4. Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal
5. Complete all appropriate attachments and forms as identified within the RFP.

B. Prior to Contract Execution

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

1. Proof of insurance and amount of insurance shall be furnished to Delaware prior to the start of the contract period and shall be no less than as identified in this RFP as indicated in section (VI)(G)(6) Insurance.
2. Any Provider who has not had a contract with Delaware Workforce Development Board Delaware Workforce or State of Delaware within the past 2 years will provide a copy of their most recent financial statement to State of Delaware to enable State of Delaware to establish their fiscal soundness and eligibility for a contract.
3. Compliance check received by the Department of Labor, Divisions of Industrial Affairs and Unemployment Insurance. The State of Delaware may choose to not execute a contract resulting from this RFP due to the feedback obtained from these Division at its discretion.
4. The Minimum Criteria for Submission Checklist (Appendix A) will be used by Delaware to determine if Proposer meets the minimum requirements for submission. Providers are encouraged to use this checklist as well.

V. 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 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 email to 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 Provider. Providers should rely only on written statements issued by the RFP Designated Contact.

Designated Contact:

Executive Director:

Delaware Workforce Development Board
4425 N. Market St, Wilmington, DE 19802
DWDBDETContracting@delaware.gov

To ensure that written requests are received and answered in a timely manner, electronic mail (email) correspondence is the only acceptable submission method except for 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

Delaware 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 for organizations currently doing business in the State of Delaware who require contact in the normal course of that business as well as gathering information and data in response to the RFP from appropriate state agency (e.g., Office of Occupational and Labor Market Information).

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:

- i. 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.
- ii. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a state contractor:
- iii. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes.
- iv. 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.
- v. Has violated ethical standards set out in law or regulation; and
- vi. 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. Delaware 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@delaware.gov and must be received no later than 1:00 PM (Local Time) on the date specified for the Deadline for Receipt of Proposals in section II. Overview. Providers are directed to enter "BID ENCLOSED- LAB 20 001-OneStopOP in the subject line of the email.

Delaware may allow paper submissions at its discretion and only after prior written approval has been granted to the proposer for extenuating circumstances. Approval must be requested via email to DWDBDETContracting@delaware.gov 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 submitted proposal requires that the original proposal be withdrawn, prior to the time set for the submission of the proposal, and a new proposal submitted prior to the deadline for submission of proposals. 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 will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

5. Economy of Preparation

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the vendor's offer to meet the requirements of the RFP

6. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through December 31, 2026. The State of Delaware reserves the right to ask for an extension of time if needed.

7. Proposal Opening

Delaware will receive proposals until the date and time shown in this RFP.

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 Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

It is the expectation of the State of Delaware that 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.

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the 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 and D, Attachment 3 as appropriate.

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 of Delaware. 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'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.

12. Price Not Confidential

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

13. 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 “**lead contractor**”. The “**lead 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. Lead Provider

The State of Delaware expects to negotiate and contract with only one “lead 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 lead Provider will be responsible for the management of all subcontractors.

Any contract that may result from this RFP shall specify that the lead 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 lead Provider (awarded Provider).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

b. Subcontracting

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

14. Discrepancies and Omissions

Provider is fully responsible for the completeness and accuracy of its 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.

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than 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; and
Text of passage being questioned.

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

15. 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.

16. 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.

17. 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.

18. Potential Contract Overlap

Providers shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State of Delaware. As needs are identified, there may be 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.

19. Supplemental Solicitation

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

20. Notification of Withdrawal of Proposal

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

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, revisions will be posted at [HTTPS://bids.delaware.gov](https://bids.delaware.gov) . By submitting an offer to the State, vendors acknowledged receipt, understanding and commitment to comply with all materials, revisions and addenda related to the Request for Proposal.

22. Exceptions to the RFP

Any exceptions to the RFP, or Delaware's terms and conditions, must be recorded on Appendix B, Attachment 2. The evaluation committee shall evaluate each exception according to the intent of the terms and conditions contained herein, but the evaluation committee must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Appendix B Attachment 4. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Execution of Contract

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

25. Award of Contract

The final award of a contract is subject to approval by Delaware. 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. Delaware can fund proposals in whole, part, or none.

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

Notice in writing to a Provider of the acceptance of its proposal by 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.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, 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 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 Delaware approvals.

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

24. 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. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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 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](#). The following is the process proposals will be handled after submission:

1. **Initial Review**

The State of Delaware 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 next review (Written Review).

2. **Evaluation Team**

The Proposal Evaluation Team shall be comprised of at least one (1) DWDB member or DWDB Staff, one (1) Department of Education staff, and other representatives as Delaware sees fit.

3. **Proposal Review**

Proposals who meet the RFP criteria described in Section (C)(1) above will be reviewed by an Evaluation Team in up to two (2) phases:

- a. **Written Review**-The Proposal Evaluation Team will individually review and score written proposals. Points will be awarded based on the Proposal Evaluation Team's review of the written proposals. The Proposal Evaluation Team will decide which proposal(s) will move forward and be invited to Proposal Clarification Day. Those proposals not invited to Proposal Clarification Day will be rejected at this point and not considered for funding. Delaware will notify all Providers of the outcome of this phase. Delaware and the Evaluation Team reserve the right to not hold a Proposal Clarification and make recommended awards based solely on the Written Review.

- b. **Proposal Clarification**-If the Evaluation Team deems necessary, selected Providers will be invited to attend a Proposal Clarification with a set date and time per proposal to provide an in-person meeting. Points will be awarded based on the Proposal Clarification. During this meeting, Provider's should be prepared with a maximum seven-minute presentation. Handouts, promotional materials, videos, presentations, etc. are not permitted at Proposal Clarification. The Proposal Evaluation Team will ask each Provider questions. These questions may be developed from the Written Review and will be specific questions targeted to each Proposal. It is anticipated that the questions and answers will take most of the time allotted.

The Proposal Clarification will take place on the date specified in Section I Overview. Providers will be invited to attend and be scheduled a specific time. The Proposal representative(s) attending the Proposal Clarification shall be technically qualified to respond to questions related to the proposal. Providers are strongly encouraged to bring staff who can answer questions regarding the programmatic components and staff who can answer questions regarding the budget. Delaware recognizes that these may be different staff.

All the Provider's costs associated with participation in Proposal Clarification are the Provider's responsibility.

While the Proposal Clarification will be the primary venue to clarify uncertainties or eliminate confusion, the Proposal Evaluation Team or Delaware staff designee at the request of the Proposal Evaluation Team may contact any Provider 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. **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 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 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.
- For all Providers who have had a contract with DWDB or State of Delaware in the past, State of Delaware will provide the Proposal Evaluation Team with information about past performance, which will be taken into consideration when making funding recommendations.
- Perform a Compliance check by the Department of Labor, Divisions of Industrial Affairs and Unemployment Insurance. The State of Delaware may choose to not execute a contract resulting from this RFP due to the feedback obtained from these Division at its discretion.

Criteria Weight

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
<p>Demonstrated Ability Provider demonstrates the ability to operate like or similar high-quality programs that provided similar services as being solicited in this RFP.</p>	40
<p>Capacity to meet requirements (size, financial condition, etc.) Provider has appropriate size and stability to meet anticipated timelines and produce work that meets established quality standards.</p>	20
<p>Partnerships Provider demonstrates the existence or ability to establish solid relationships with workforce system partners.</p>	20
<p>Past Performance and References Submitted references support bidder’s ability to provide services similar to what is requested in this RFP.</p>	10
<p>Budget Costs are clearly presented, reasonable, and fall within estimated range and are competitive. Costs are adequate to provide the necessary defined services.</p>	10

5. Authority of Agency

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the agency shall be final and binding.

6. 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 shall make a recommendation regarding the awards to Delaware, who shall have final authority, subject to

the provisions of this RFP and 29 Del. C. § 6982(b), to award contracts to successful Provider(s) in the best interests of the State of Delaware. Providers may request an explanation of the basis of the awarding of funds from the Director of the Division of Employment and Training. The request must be in writing and must be submitted within ten (10) days of the date indicated on the award notification.

7. Responsiveness and Responsibility of Vendor

Enter Agency Name shall award this contract to the most responsible and responsive vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:

- a. The person responding to the solicitation is determined to be nonresponsive or non-responsive;
- b. It is unacceptable;
- c. The proposed price is unreasonable; or
- d. It is otherwise not advantageous to the State.

2. Vendors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.

3. Responsibility of vendors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:

- a. The vendor's financial, physical, personnel or other resources, including subcontracts;
- b. The vendor's record of performance and integrity;
- c. Any record regarding any suspension or debarment;
- d. Whether the vendor is qualified legally to contract with the State;
- e. Whether the vendor supplied all necessary information concerning its responsibility; and
- f. Any other specific criteria for a particular procurement which an agency may establish (to be Entered by agency)

4. If a vendor is determined to be non-responsive, the vendor shall be informed in writing.

The State reserves the right to waive minor irregularities or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized

8. 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, 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, Delaware will pay travel costs only for State of Delaware personnel for these visits.

VI. 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 Delaware shall be for one (1) year with two (2) optional extensions for a period of one (1) year for each extension.
2. The selected Provider will be required to enter into a written agreement with Delaware. 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 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 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 Delaware.
6. 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.
7. Providers are not restricted from offering lower pricing at any time during the contract term.

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, 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 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

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

2. 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 Delaware pursuant to this Solicitation shall remain the employee(s) of Provider for all purposes including any required compliance with the Affordable Care Act ("ACA") by the Provider. Provider agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the 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 ACA 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.

3. 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 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.

4. Notice

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

**Delaware Department of Labor, Delaware Workforce Development Board
4425 N. Market Street
Wilmington DE 19802**

5. Indemnification

i. 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.

ii. 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, 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:

- 1) Procure the right for the State of Delaware to continue using the Product(s);
- 2) Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- 3) 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.

6. Insurance

- i. 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 its negligent performance under this contract.
- ii. 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.
- iii. During the term of this contract, the Provider shall, at its own expense, also carry insurance minimum limits as follows:
- iv. 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:
 - 1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
 - 2) 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:
 - 1) Medical/Professional Liability
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

- 2) Miscellaneous Errors and Omissions
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
 - 3) 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:
- 1) 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.
 - 2) Automotive Property Damage (to others) - \$25,000
- v. The Provider shall provide a Certificate of Insurance (COI) as proof that the Provider has the required insurance prior to any work being completed by the awarded Provider(s). The certificate holder is as follows:
- Department of Labor, Division of Employment and Training
One-Stop Operator
State of Delaware
4425 N. Market Street
Wilmington DE 19802**
- vi. The State of Delaware shall not be named as an additional insured.
- vii. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- viii. Nothing contained herein shall restrict or limit the Provider's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Provider procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.
6. 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.
7. Provider Emergency Response Point of Contact: The awarded provider(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the provider. Failure to provide this information could render the proposal as non-responsive.

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

8. 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's requirements.
9. 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 Delaware. The proposal costs shall include full compensation for all taxes that the selected Provider is required to pay.

Funded proposals will be expected to provide the services specified, at the cost proposed unless further negotiation as requested by Delaware. 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.

Cost Reimbursement Contracts will be implemented. Delaware will require a line item budget as part of the proposal. The approved budget will be incorporated into the executed contract. Funding distribution or method of payment for resulting agreements is based upon a cost reimbursement plan. Provider will be required to submit monthly financial reports on the form prescribed, satisfactorily completed, within twelve (12) calendar days of the close of the reporting period to Delaware. Payments for services will not be made in advance of the work performed.

Profit is an allowable expense for "for profit" trainers. All profit is negotiable. No profit will be allowed until all contracted performance is achieved. Profit shall be listed as a separate line item in the budget template provided.

The following costs are not allowable charges under this RFP:

- Costs of fines and penalties resulting from violation or, failure to comply with Federal, State, or local laws and regulations;
- Back pay, unless it represents additional pay for WIOA services performed for which the individual was underpaid;
- Entertainment costs;
- Bad debts expense;
- Insurance policies offering protection against debts established by the Federal Government;
- Contributions to a contingency reserve or any similar provision for unforeseen events;
- Contracts with persons falsely labeling products made in America;
- Expenses prohibited under any other federal, State of Delaware or local law or regulation;
- Wages of incumbent employees during their participation in economic development activities provided through a statewide workforce development system;
- Sub awards or contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in state or federal programs or activities
- Foreign travel; and
- Costs prohibited by 29 CFR part 93 (Lobbying).

10. Liquidated Damages. Delaware may include in the final contract liquidated damages provisions for non-performance.

11. **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, Delaware 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 Delaware, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of Delaware, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. Delaware 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 State of Delaware law and venue shall be in the State of 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.

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

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

Recipients of 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.

14. **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 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.

15. 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.
16. Provider Responsibility. 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 and D, Attachment 5, and are subject the approval and acceptance of Delaware.
17. Personnel, Equipment and Services
 - i. The Provider represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
 - ii. 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.
 - iii. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of Delaware. Only those subcontractors identified in Appendix B and D, Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Appendix B and D, Attachment 5 must be approved in writing by Delaware.
18. 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.
19. 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 or vulnerable populations. Unless otherwise directed at a minimum, this shall include a check of the following registry:
 - State of Delaware, 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 Delaware. Delaware's decision to allow or deny access to any individual identified on a registry database is final and at Delaware's sole discretion.

By Delaware'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 Delaware's contract.

20. **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.
21. **Contract Documents.** The RFP, the executed contract and any supplemental documents between Delaware and the successful Provider shall constitute the contract between 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, Delaware's RFP, and Provider's response to the RFP.
22. **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 and local laws applicable to its activities and obligations including, but not limited to:

- i. the laws of the State of Delaware;
- ii. the applicable portion of the Federal Civil Rights Act of 1964;
- iii. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- iv. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
- v. 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 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.

23. **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.
24. **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.

25. 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.
26. 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.
27. Public Inspection of Proposals. 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 Committee 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.

28. Laws to be Observed. The vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

29. **Applicable Law and Jurisdiction.** This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.
30. **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.
31. **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 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.
32. **IRS 1075 Publication**
- i. Performance In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
 1. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 2. The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
 3. Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.

Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 5. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
 6. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 7. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
 8. The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.
33. Criminal/Civil Sanctions: Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

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

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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

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

- vi. 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.
- vii. Assignment – Any resulting contract shall not be assigned except by express prior written consent from Delaware.
- viii. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the Delaware.
- ix. 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.
- x. Payment – 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.
- xi. 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's financial reporting system.
- xii. 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.
- xiii. Additional Terms and Conditions – Delaware reserves the right to add terms and conditions during the contract negotiations.

VII. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

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 Delaware.

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'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 at 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.

VIII. Appendices

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

Appendix A: Minimum Criteria for submission

Appendix B: Proposal Submission Template and required documents

Appendix C: Definitions

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Delaware Workforce Development Board

Delaware Agency	Program Role	Resources	Programs
Delaware Department of Labor	WIOA Title I Adult	Individualized Career Services - career and training services include, but are not limited to, comprehensive and specialized assessments, career counseling and planning, job search and placement assistance, job readiness training, on-the-job training, skill upgrading and retraining, transitional employment, adult education and literacy activities, and secondary, postsecondary education and training programs.	<ul style="list-style-type: none"> • Provides Individual Training Accounts (ITA) to individuals for education and training.
	WIOA Title I Dislocated Worker	Individualized Career Services - career and training services include, but are not limited to, comprehensive and specialized assessments, career counseling and planning, job search and placement assistance, job readiness training, on-the-job training, skill upgrading and retraining, transitional employment, adult education and literacy activities, and secondary and post-secondary education and training programs.	<ul style="list-style-type: none"> • Provides Individual Training Accounts (ITA) to individuals for education and training. • Assistance with individual's laid off from a job to obtain employment through training and related employment services.
	WIOA Title I Youth	Employment services, awareness of career opportunities, assessments, post-secondary and employment support, skills training, work-based learning opportunities	<ul style="list-style-type: none"> • In-school youth programs • Out of school youth programs • Summer Youth programs target low-income households. Programs teach some basic pre-requisites for career employment and have meaningful work-based learning.
	WIOA Title III Wagner-Peyser Act Employment Services	Basic Career Services - Employment Services focusing on providing basic career services including labor exchange services, job search assistance, workforce information, referrals to employment and other assistance. Employers can use the ES to post job orders and obtain qualified applicants.	<ul style="list-style-type: none"> • Basic Computer Training • Initial Assessment of Skill Levels (literacy, numeracy and English Language Proficiency, aptitudes, abilities, and supportive service needs) • Job Search and Placement Assistance • Career Services Workshops • Referrals to Supportive Services, WIOA partners • Workforce and Labor Market Information • Career Guidance • Services offered to Employers to include <ul style="list-style-type: none"> ○ Referrals to Job Seekers to Job Openings ○ Job Matching ○ Helping with special recruitment needs • Assisting with hard to fill job orders

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	Trade Adjustment Assistance (TAA)	Skill attainment, credentials, resources, support, individualized training	<ul style="list-style-type: none"> • Assistance includes help in preparing for and obtaining new employment. Eligible workers may also receive training, job search and relocation allowances. Additionally, Trade Readjustment Allowances (TRA) may be payable to eligible workers following exhaustion of their unemployment insurance benefits.
	Jobs for Veterans State Grants (JVSG)	Career readiness and employment services for transitioning service members, veterans and their families through veteran specific job postings, case management services and referrals to partners.	<ul style="list-style-type: none"> • Disabled Veterans’ Outreach Program Specialists (DVOP) • Local Veterans’ Employment Representatives (DVOP) • Priority of Service • Veteran Specific Job Postings • Outreach • Case Management Services • Partner Referrals
	Reemployment Services and Eligibility Assessment (RESEA)	Provides unemployment insurance claimants receiving Unemployment Benefits with in-person assessments and reemployment services	<ul style="list-style-type: none"> • RESEA is a mandatory program that provides a variety of reemployment services designed to assist claimants returning to work. • Claimants start the program with an Initial Orientation Workshop which lays the groundwork for the program. • During the orientation the claimants complete an Individual Reemployment Work Plan (IRWP). The IRWP consist of different workshops and services designed to sharpen and tweak claimant’s skills for returning to work sooner than later. • The workshops and services can one-on-one or group setting. • The RESEA program provides Labor Market Research for the claimants wishing to change careers. •
	DVR Title IV	Vocational Rehabilitation is driven by a commitment to people with disabilities and businesses at the intersection of ability and the demand for talent. Services are designed to provide innovative solutions, build careers, and retain talent, customize service and expertise for people with disabilities and businesses. Vocational Assessment, Employment Planning, Counseling & Guidance and Job Placement are examples of vocational rehabilitation services	<ul style="list-style-type: none"> • Vocational Assessment • Employment Planning • Counseling & Guidance • Job Placement • Follow-up <p>DVR offers special programs to support individuals in the following areas:</p> <ul style="list-style-type: none"> • School to Work Transition • Benefits Counseling • Evidence Based Supported Employment for Individuals with

		<p>provided by the Division of Vocational Rehabilitation</p>	<p>Substance Abuse and Mental Illness</p> <ul style="list-style-type: none"> • Supported Employment Services for Individuals with Developmental Disabilities • Independent Living • Deaf and Hard of Hearing
<p>Delaware Department of Education</p>	<p>Title II Adult Education and Literacy</p>	<p>Provides instruction in Reading, Math and Writing skills, English language proficiency, and preparation for the GED®, and vocational skills training</p> <p>Targeted population: Adults with barriers to employment including: Displaced homemakers; Low-income individuals; Indians, Alaska Natives, Native Hawaiians; Individuals with disabilities; Older individuals; Ex-offenders; Homeless individuals; Youth aged out of Foster Care; English Language Learners; Eligible migrant and season farmworkers; Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act; Long-term unemployed individuals and other such groups as determined by the Governor.</p>	<p>Assist adults to be literate and obtain knowledge/skills necessary for employment and economic self-sufficiency.</p> <p>Assist adults who are parents or family members to obtain an education/skill that are necessary to become partners in the educational development of their children and that lead to sustainable improvements in the economic opportunities for their families.</p> <p>Assist adults in attaining a secondary credential in preparation for transition to postsecondary education and training.</p> <p>Assist individuals who are English language learners to improve their reading, writing, speaking and comprehension skills in English and Math while acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.</p> <p>Types of Programs:</p> <ul style="list-style-type: none"> • Adult Basic Education (ABE) ESL/GED Instruction in Reading, Writing, Math, English Language Proficiency and preparation for GED® Test • Integrated Education and Training Programs IELCE - Specific vocational skills combined with English Language instruction and Civics education IET – Specific vocational skills combined with academic upskills • Family Literacy Programs Academic instruction for adult learners and their children, Developmental psychology for parents to support their children in school success Parenting classes PACT (Parent & Child together) • Prison Education Provision of reentry skills including vocational, cognitive behavioral therapy, community resources and academic instruction

	<p>Career and Technical Education Program (CTE)</p>	<p>Educational and training programs that provide opportunities to help students prepare for work</p>	<p>CTE programs of study: Career pathway programs help develop the academic, technical, and employability skills and offer real-world experience through work-based learning for in-demand jobs. Early Postsecondary Credit: High school students enrolled in state-approved Career and Technical Education (CTE) programs of study, or taking individual CTE classes, may be eligible for post high school credits at Delaware colleges, universities, or other educational institutions. Credit for Prior Learning: Students can receive credits for the education and training from work already completed and other experiences outside of the classroom.</p>
<p>Delaware Health and Social Services</p>	<p>DVI</p>	<p>DVI strives to reduce or eliminate barriers to lifelong personal independence, produced by a loss or lack of vision, as well as promote health and well-being.</p> <p>Eligibility: The general eligibility requirements for DVI Vocational Rehabilitation* as defined in 31 Delaware Code § 2101 is as follows:</p> <ol style="list-style-type: none"> 1. Totally Blind (no light perception) 2. Legally Blind (20/200 visual acuity in the better eye with correction; or a field restriction limited to 20 degrees or less) 3. Severely Visually Impaired (20/70 to 20/200 visual acuity in better eye with correction) <p>*Business Enterprise Program participants must meet the criteria outlined in numbers 1 or 2 per 34 CFR PART 395.</p>	<p>Vocational Rehabilitation (VR)</p> <ol style="list-style-type: none"> 1. Career Services - starting at the age of 14, people with visual impairments may be eligible for assistance with obtaining and maintaining employment. DVI provides a variety of services to help those who want to work and need assistance including: <ul style="list-style-type: none"> • Assessment, counseling & guidance to evaluate skills, abilities, likes, dislikes, technology & support needs, etc. The result of this process leads to the development of realistic career goals and a comprehensive plan that outlines the steps necessary to achieve success. • A variety of training options to acquire the skills necessary to successfully obtain employment. • Assistive Technology services to help with the selection, acquisition, and use of devices necessary to achieve employment goals. • Job placement services to help with the development of resume, practice interviewing, and located appropriate job leads in line with employment goals. • School-to-Work Transition services for students with visual impairments beginning at age 14 and continuing until graduation; designed to prepare students to enter the job market.

			<ul style="list-style-type: none"> • Supported Employment services to support people with severe disabilities obtain and maintain employment. <p>2. Business Enterprise Program - is a federally authorized program managed through VR to train and license Delawareans who are blind establish and manage food service businesses in public facilities.</p> <p>Independent Living Services: provide adaptive techniques, training, and devices that can help consumers maintain independent lifestyles and avoid institutionalization. Vision Rehabilitation Therapists provide individualized instruction, in real-life settings, to help participants learn daily living techniques that are adapted to their vision needs.</p> <p>Orientation and Mobility: provide consumers of all ages the ability to develop skills necessary to travel safely and navigate independently in the home, educational setting, workplace and in the community.</p> <p>Assistive Technology Services: provides consumers of all ages adaptive training and evaluations for high and low tech adaptive/assistive technology. Technology Trainers ensure participants are trained in a variety of assistive technology including computer speech access, computer screen magnification, Braille note taking devices, video magnifiers, Optical Character Recognition, and text readers.</p> <p>Low Vision Services: The purpose of the Low Vision Examination is to check ocular health, determine if a prescription change with eyeglasses is appropriate and identify appropriate adaptive aids for maximizing functional vision.</p>
	TANF	Provides temporary financial assistance and employment and training services to improve economic self-sufficiency. In partnership with DOL	<p>Training Services through DOL-DET</p> <ul style="list-style-type: none"> • Employment Connection services help TANF recipients obtain and maintain full-time unsubsidized employment or participate in a combination of work activities. • Keep a Job services to provide employment retention assistance to participants who have obtained unsubsidized employment that results in maintaining employment and achieving long term economic independence, including income growth.

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			<ul style="list-style-type: none"> • Employment Connection Services/Keep a Job Services
	SNAP	Financial assistance for food to help individual meet basic dietary needs while they regain financial independence	Delaware’s Food Supplement Program
	Community Service Block Grant	Emergency Assistance, Seniors, Family Resources, Housing, Training & Employment and, Youth Services.	<p>Contract held through Community Action Agency, First State Community Action Agency</p> <p>First State operates a variety of programs designed to educate, motivate, and support persons on the road to self-sufficiency.</p> <ul style="list-style-type: none"> • Client Based Services: emergency services, food pantry, case management, grant diversion, promoting safe & stable families, second chance reentry • State rental assistance program • Community Development & Housing: Community development, La Casita outreach, housing • Employment, Training, & Special Services
	Division of Aging Adults with Physical Disabilities	Work experience, supportive services, training workshops, employment services	<p>Services operated or funded by DSAAPD:</p> <ul style="list-style-type: none"> • Adult Day Services • Adult Protective Services • Assistive Devices • Attendant Services • Caregiver Resource Centers • Case Management • Congregate Meals • Delaware Aging and Disability Resource Center (ADRC) • Delaware Senior Medicare Patrol Program • Home Delivered Meals • Home Modification • Information and Assistance • Legal Services • Lifespan Respite • Long Term Care Ombudsman Program • Nursing Home Transition Program • Nursing Home Care • Options Counseling • Pathways to Employment • Personal Care • Personal Emergency Response System • Respite Care • Senior Community Service Employment Program

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	Office of Financial Empowerment	Financial coaching, interactive financial literacy, college funding, home ownership, debt consolidation, and banking services	Partnership with United Way of Delaware, Stand by Me helps individuals reach financial wellbeing at every stage. This program provides financial coaching free of charge to Delawareans. <ul style="list-style-type: none"> • College, Careers, & Cash: Stand by Me NexGen • Stand by Me Home • Stand by Me 50+ • Stand by Me Hispano • Stand by Me Workforce Development • Stand by Me Minority Small Business Program • College Funding Project • Childcare Partnership
Criminal Justice Council Authority	State Administrating Agency	Criminal Justice Policy Development and Federal Criminal Justice Grant Administration	Administers and sub awards Second Chance Act Grants
Department of HUD	Delaware State Housing Authority	Employment and training, help residents find employment and become self-sufficient, and increase housing choices for low-income families	Moving to Work Program (MTW) (federal HUD funding): Home Ownership goal, however also fair market rental. Goal is to get out of public housing. Established in 1999, one of the original in the country. Anyone in DE State Housing is automatically entered into the program unless they are elderly or disabled. A 5-year program (max 7 years). 30% of salary set aside for savings, after 5 year-40% of salary at 7 years lose 60% of the saving. Must be employed when you enter the program at a minimum of 20 per week. Customers that are unemployed are required to do job search. Biggest barrier- credit, lack of units. Youth and Family Reunification: those coming out of foster care can receive a Housing Credit Voucher (HCV) for 2 years. Can also move into the MTW if they have a job. Three strike rule is in play. Success racking: <ul style="list-style-type: none"> • Number of participants • Number of contracts • Number of legal proceedings • Customers completing job training • Employment referrals • Track customers that have certification Case workers prove support with GED and track success Re-Entry: provide support fixing backgrounds, referrals to expungement services. This is a barrier to employment, homeownership, and rental

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Delaware Department of State	Division of Small Business	Ensure gainful employment opportunities	
	Wilmington Job Corps	Career training and planning, on the job training, job placement, other services, and support	<p>Training Programs: Culinary Arts, Office Administration</p> <p>Campus Benefits: Transportation, basic medical care, nutritious meals, books, supplies, living allowance, training clothing, supportive community, and childcare.</p> <p>Academic Skills: High school diploma or the equivalent, tutoring and academic support, English language learner (ELL) program, and advance career training.</p> <p>Graduate Benefits: job search assistance, career counseling, transition allowance, and relocation counseling.</p>
Delaware Department of State	Division of Libraries	Employment services, occupational and academic classes	<p>Social Services at the Libraries</p> <p>Northstar Digital Literacy</p> <p>Learning Express</p> <p>Employment Service Specialist</p> <p>HEALTH Ready!</p> <p>Business Resources</p>
Telamon	NFJP	Educational services, employment, training services, youth services, financial coaching	<p>Workforce & Career Services: NFJP & Employment and Training Services</p> <p>Housing & Financial Empowerment: Financial coaching, homeownership counseling & education, mortgage & foreclosure assistance, and transitional & supportive housing.</p>
Wilmington Housing Authority	Youth Build	A pre-apprenticeship program that provides job training and educational opportunities for youth between 16-24 who have previously dropped out of high school	<p>GED Programming</p> <p>One-on-one support</p> <p>Career training and certification</p> <p>Job placement</p> <p>Community service activities</p> <p>Case management</p>
ADDITIONAL PARTNER			
Newark Housing Authority		With the Newark Housing Authority being the smallest agency in Delaware that provides affordable housing, we do not offer any other services aside from housing. The housing programs we offer are inclusive of Public Housing and the Housing Choice Voucher program (section 8).	