

STATE OF DELAWARE
Delaware Workforce Development Board and
the Delaware Department of Labor, Division of Employment & Training



State of Delaware
Out of School Youth (OSY)
Request for Proposal
Contract No. LAB-OSY-26R-001
February 4, 2026

- Deadline to Respond -
March 12, 2026
1:00 PM (Local Time)

STATE OF DELAWARE
Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment & Training

CONTRACT NO. LAB-OSY-26R-001

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" LAB-OSY-26R-001. The proposal consists of the following:

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- APPENDIX B - STATEMENT OF WORK & TECHNICAL SPECIFICATIONS
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- APPENDIX D - BUDGET
- APPENDIX E - TERMS AND CONDITIONS
- APPENDIX F - HIGH DEMAND OCCUPATION LIST

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned by email by **March 12, 2026 at 1:00 PM** (Local Time) to be considered.

Proposals must be emailed to:

Email Address: DWDBDETContracting@Delaware.gov

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Subject Line: "BID ENCLOSED: LAB-OSY-26R-001, PROVIDER NAME, OSY Submission"

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal (RFP). Should you need additional information, please Email John Quick at DWDBDETContracting@Delaware.gov

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I. INTRODUCTION

A. PURPOSE

The purpose of this Request for Proposal is to obtain sealed proposals describe the material and/or non-professional service being sought. It is the goal of this Request for Proposal to identify a vendor(s) and execute a contract to organizations with the expertise and demonstrated capacity to provide high quality programming for Out-of-School Youth(OSY) with barriers to secondary school completion, employment and/or post-secondary enrollment. Programs should include career exploration and guidance, counseling support for educational attainment and opportunities for occupational skills training for in-demand industries and occupations in the State of Delaware. Delaware is seeking proposals that are concise, innovative and reflect quality partnerships with businesses and community agencies that can provide a variety of services and opportunities for the targeted population.

The United States Department of Labor, Division of Employment & Training (USDOL/ETA) has set priorities for programs serving youth as well as a vision for coordination and impact, many based on lessons learned from the Pandemic and best practices used in states and local areas. The overarching vision is to achieve a no-wrong-door workforce system with critical partners committed to quality career pathways and paid work experiences.

1. COMPETITIVE SEALED PROPOSAL

It has been determined by The Delaware Workforce Development Board (DWDB) in partnership with the Delaware Department of Labor, Division of Employment & Training (DOL), pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with vendors concerning technical and price aspects of their proposals; or
- Afford vendors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. CONTRACT REQUIREMENTS

This contract will be issued to basic description of contract requirements.

3. AGENCY USE CONTRACT

Pursuant to *29 Del. C. § 6904(e)* respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

4. MULTIPLE SOURCE AWARD

The Agency reserves the right to award this contract to more than one vendor pursuant to *29 Del. C. § 6926*.

5. POTENTIAL CONTRACT OVERLAP

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Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

6. 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.

7. CONTRACT PERIOD

Each Vendor’s contract shall be valid for a one (1) year 7/1/2026 through 6/30/2027 Each contract may be renewed for four (4) one (1) year periods through negotiation between the Vendor and The Delaware Workforce Development Board (DWDB) and the Delaware Department of Labor, Division of Employment & Training. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

B. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	February 4, 2026
Mandatory Pre-bid Conference	February 19, 2026 1:00 – 2:00 pm
Written Questions Due No Later Than (NLT)	February 24, 2026
Written Answers Due/Posted to Website NLT	March 2, 2026
Proposals Due NLT	March 12, 2026 1:00pm
Proposal Evaluation	April 1, 2026
Oral Clarification, as required	April 2, 2026
Contract Award	Will occur within 90 days of bid opening

C. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by February 24, 2026 questions are due. All questions will be answered in writing by March 2, 2026 Responses will be Posted and posted on <https://bids.delaware.gov/> website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

D. RFP DESIGNATED CONTACT

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

NAME: John Quick

DEPARTMENT: Delaware Workforce Development Board

EMAIL ADDRESS: DWBDETContracting@delaware.gov

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

II. SCOPE OF WORK

A. OVERVIEW

The Vendor(s) shall provide all equipment, materials and labor to supplement the State of Delaware’s need for Out of School Youth as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services.

B. BACKGROUND

The Delaware Workforce Development Board (DWDB) in partnership with the Delaware Department of Labor, Division of Employment & Training (DOL) solicits organizations with the expertise and demonstrated capacity to provide high quality programming for In-School (OSY) youth with barriers to secondary school completion, employment and/or post-secondary enrollment. Programs should include career exploration and guidance, counseling support for educational attainment and opportunities for occupational skills training for in-demand industries and occupations in the State of Delaware. Delaware is seeking proposals that are concise, innovative and reflect quality partnerships with businesses and community agencies that can provide a variety of services and opportunities for the targeted population.

The United States Department of Labor, Division of Employment & Training (USDOL/ETA) has set priorities for programs serving youth as well as a vision for coordination and impact, many based on lessons learned from the Pandemic and best practices used in states and local areas. The overarching vision is to achieve a no-wrong-door workforce system with critical partners committed to quality career pathways and paid work experiences.

C. STATEMENT OF NEEDS

Delaware is soliciting proposals for Out-of-School Youth (OSY) programs that support Delaware youth between the ages of 16 and 24.

- a. Outreach, Recruitment and Retention include but are not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit eligible youth. Continued engagement and retention of program participants is vital to individual and program success.

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- b. Intake, Eligibility Determination and Certification: Providers will be responsible for reasonably determining WIOA eligibility of youth applicants recruited into the program. Eligibility is defined in Appendix D. Terms and Conditions.
- c. Providers shall implement Mental Health and Trauma Informed Care training for staff and participants throughout the program year.
- d. Providers shall ensure that participants understand what quality jobs are through supported work experiences that include supervision, paid training, access to supportive services, career ladders and work-based learning that may lead to a certification.
- e. Objective Assessment must be conducted by the providers to assess the academic level, skill level and service needs of each participant. This will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, Mental Health needs and development needs. The goal is to accurately evaluate each youth to develop and maintain the Individual Service Strategy (ISS). Providers will assess reading and math skills using assessment instruments that are valid and appropriate for the target population. Examples include: Smarter Balance, PSAT, SAT and assessments approved by the National Reporting System found here: <https://www.federalregister.gov/documents/2016/12/13/2016-29899/tests-determined-to-be-suitable-for-use-in-the-national-reporting-system-for-adult-education>
- f. Individual Service Strategy (ISS) will be developed by the provider for each youth participant. The ISS is an individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, supportive services, incentives and stipends. The ISS will identify the timeframe in which each youth will be expected to complete all activities related to the goals. The ISS will clearly connect the services to be provided to the outcomes to be achieved between WIOA enrollment and exit. The ISS must be completed and uploaded into Delaware JobLink (DJL) within 30 days of program enrollment. The ISS will be updated throughout the program and uploaded after each update.
- g. Case Management is the infrastructure for delivering effective services that will facilitate the growth and development of youth and the achievement of performance goals. The process of case management begins at recruitment and extends for 12 months post-exit. The provider/bidder must describe in detail how they are embedding comprehensive and wraparound case management services within their proposed program design and plans to develop case managers through training and supervision. Case Management data will be maintained in Delaware JobLink (DJL) as a requirement of this program.
- h. All providers shall ensure that analyzing and solving problems, durable/soft skills, competency in foundation mathematics, reading skills and good attendance is taught and reinforced continually throughout the program.
- i. Providers will offer training appropriate to the intended job placement opportunity and demonstrate that the curriculum being offered through proposed training meets the current and projected needs of local employers and/or training that allows trainees to earn a Diploma, GED, recognized equivalent or other recognized Industry Credential.
- j. Providers will ensure their youth program personnel are available beyond traditional school and provider hours of operations to provide needed support and services when necessary.

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- k. Providers will provide effective connections to employers of all sizes, in high demand industry sectors and high demand occupations in the local and regional labor markets to help explore careers and industries, provider work-based learning where participants can engage and learn from employers, through job shadowing, paid/unpaid work experience/internships, clinical and virtual work experiences are allowable, demonstrate linkages between academic instruction and occupation training and, prepare students for unsubsidized employment opportunities.
- l. Providers will maintain documentation for each participant, including eligibility determination, attendance, assessments, credentials, certificates, measurable skill gains, and outcomes. Providers will be required to assist clients in creating a DJL account, uploading documents to each client's account, enroll client in either WIOA or Blue Collar OSY program, complete S&T entries and enter credential information in Outcomes and complete required exit questions.
- m. Providers will provide retention services for all exited clients to meet performance requirements for a period of 12 months following program exit.
- n. Providers will develop a robust referral mechanism and document all referrals (received and sent) and will provide a quarterly report of this data to DWDB & DOL.
- o. Providers will account for 25% of requested amount of funds be set aside for Work Experience (WEX). Providers also acknowledge that an awarded amount that differs from the requested amount will have an adjusted Work Experience total. Work Experience is further defined in Appendix C.

I. Mandated Program Elements:

WIOA mandates 14 Program Elements that every program must provide to participants.

- Tutoring, Study Skills Training, Instruction and Evidence-Based Dropout Prevention and Recovery Strategies.
- Alternative secondary school services, or dropout recovery services as appropriate.
- Paid or Unpaid Work Experience.
- Occupational Skills Training.
- Education offered concurrently with, and in the same context as, workforce preparation activities.
- Leadership Development Opportunities.
- Supportive Services.
- Adult Mentoring.
- Follow-up Services.
- Comprehensive Guidance and Counseling.
- Financial Literacy Education.
- Entrepreneurial Skills Training.
- Services that provide Labor Market Information.
- Post-secondary preparation and transition activities.

D. DETAILED REQUIREMENTS

The technical requirements of this RFP are stated in Appendix B. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix C.

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III. FORMAT FOR PROPOSAL

A. INTRODUCTION

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

B. PROPOSAL RESPONSE

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be **clear and concise**.

C. NON-CONFORMING PROPOSALS

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

D. 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.

E. COVER LETTER

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 Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training.

F. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

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G. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

H. SAMPLES OR BROCHURES

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

I. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS

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

J. NUMBER OF COPIES WITH MAILING OF PROPOSAL

To be considered, all proposals must be submitted via Email

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

K. PROPOSAL EXPIRATION DATE

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2027. Delaware reserves the right to ask for an extension of time if needed.

L. WITHDRAWAL OF PROPOSALS

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.

M. 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.

N. LATE PROPOSALS

Proposals received after the specified date and time will not be accepted or considered.

O. ADDENDA TO THE REQUEST FOR PROPOSAL (RFP)

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If it becomes necessary to revise any part of this RFP, revisions will be posted at <https://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposal.

P. INCURRED EXPENSES

The State will not be responsible for any expenses incurred by the vendor in preparing and submitting a proposal.

Q. 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.

R. DISCREPANCIES AND OMISSIONS

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

S. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this RFP by completing Attachment 2. Enter Agency Name shall evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment and Training 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.

Exceptions must be submitted utilizing Attachment 2 to be considered. Exceptions listed elsewhere in the Vendor's proposal will not be considered. Enter Agency Name maintains sole discretion to reject any vendor exceptions that are submitted.

T. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using 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.

U. SUBCONTRACTS

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Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal using Attachment 5.

V. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information until a fully executed contract is received 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 fully executed contracts are received, the contents of all vendor proposals are subject to FOIA's public disclosure obligations and exemptions.

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

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific 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, and briefly stating the reasons that each document meets the said definitions.

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

W. ATTACHMENTS

- Attachment 1 – Non-Collusion Statement
- Attachment 2 – Exceptions
- Attachment 3 – Confidentiality and Proprietary Information
- Attachment 4 – Business References
- Attachment 5 – Subcontractor Information Form
- Attachment 6 – Monthly Usage Report
- Attachment 7 – Subcontracting (2nd Tier Spend) Report

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Attachment 8 – Office of Supplier Diversity Certification Application

Attachment 9 – Proposal Reply Requirements

Appendix A – Minimum Criteria for Submission Checklist

Appendix B – Technical Guidelines

Appendix C – Proposal Submission Template

Appendix D – Budget

Appendix E – Terms & Conditions

Appendix F – High Demand Occupation List

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IV. PROPOSAL EVALUATION PROCEDURES

A. GENERAL ADMINISTRATION

1. STATE’S RIGHT TO REJECT PROPOSALS

Enter Agency Name reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

2. STATE’S RIGHT TO CANCEL SOLICITATION

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

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

3. DELIVERY OF PROPOSALS

Each proposal must be submitted with all electronic copies and the proposal checklist confirming the items submitted. All proposals are to be submitted and received no later than 1:00PM (EST) on March 12, 2026. The proposals must be delivered by email to the following contact email address: DWDBDETContracting@Delaware.gov and in the subject line contain: “BID ENCLOSED: LAB-OSY-26R-001, PROVIDER NAME, OSY Submission”

Any proposal received after the Deadline for Receipt of Proposals date and time shall not be considered and shall not be reviewed. The proposing vendor bears the risk of delays in delivery and any costs. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process. Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

4. PUBLIC OPENING OF PROPOSALS

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed in accordance with Executive Order #31 and Title 29, Delaware Code, Chapter 100. Any unopened proposals will be returned to the submitting vendor.

1. AUTHORITY OF AGENCY

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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.

2. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

B. PROPOSAL EVALUATION COMMITTEE

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware. The Proposal Evaluation Committee shall be comprised of at least three (3) members. The Committee must have at least one (1) DWDB board member. Other members will include subject matter experts (determined by the DWDB staff), Department of Labor, those that represent the target population (identified in WIOA section 3(24) as well as veterans and other targeted populations at the DWDB’s discretion). A DWDB member will chair the Committee. Committee members will remain on the same panel for the entire life of the process. The Committee shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. Professional services for this solicitation are considered under 29 Del. C. § 6982(b). The Committee may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Committee shall make a recommendation regarding the award to the DWDB Executive Director and the DET Director, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware. Delaware Reserves the right to respond to submitted proposals and create or remove Evaluation Committee(s) as Delaware sees fit.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* § 6926. Such selection will be based on the following criteria:

NOTE: If agency does not intend to multi-source, this can be removed

The Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

C. REQUIREMENTS OF THE VENDOR

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- 1) General Information
 - a) Geographical Location
 - b) Targeted Industry

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- 2) Concise Summary of Program
- 3) Demonstrated Ability
 - a) Experience and Reputation
 - b) Capacity to meet requirements (Size, financial condition, etc.)
 - c) Expertise
- 4) Program Design
- 5) Outcomes/Placement
- 6) Cost/Budget
- 7) Leveraged Resources

D. CRITERIA AND SCORING

EVALUATION CRITERIA	POINTS
Demonstrated Ability: <ul style="list-style-type: none"> • Provider demonstrates the ability to advertise, recruit, retain and operate like or similar high quality training programs that have resulted in (at a minimum) high employment rates in quality jobs or similar Performance Measures as described. • Program has or plans to hire qualified staff who can meet the service needs of youth with barriers while holding true to a “no wrong door” policy. 	15
Program Design: <ul style="list-style-type: none"> • Program provides superior case management and wrap around services. • All required program elements are addressed in proposal. • Program design provides training in Durable/Soft Skills as integrated parts of the training curriculum. • Linkages are established to provide adequate wrap around services for youth during the 12-month post exit follow up period. 	20
Outcome Placement: <ul style="list-style-type: none"> • Provider demonstrates the ability to prepare participants for employment. • Provider demonstrates the ability to establish solid relationships with local employers to increase work based learning and job placement opportunities. • Provider demonstrates ability to prepare and educate youth on the variety of post-secondary options including bringing awareness to career and training job opportunities through the American Job Centers. 	20
Cost/Budget <ul style="list-style-type: none"> • Costs are reasonable and competitive as compared to other similar programs. • Costs will be reviewed as a cost per participant and cost per proposed hour trained. • Budget requires 25% of requested amount be used on Work Experience. • Indirect Costs are limited by USDOL to 10% of the total budget. 	20
Leverage Resources: <ul style="list-style-type: none"> • Braided funding from multiple resources. 	10
Employer Participation: <ul style="list-style-type: none"> • At least 3 business partnerships provided. 	5
Digital Literacy <ul style="list-style-type: none"> • Program incorporates Digital Literacy. 	5
Artificial Intelligence <ul style="list-style-type: none"> • Describes how program will empower and leverage participants to understand AI, so they are able to adapt and thrive in future employment. 	5
TOTAL SCORE	100

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Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal's response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

E. BEST AND FINAL OFFERS

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

F. REFERENCES

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

V. MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for February 19, 2026 at 1:00 – 2:00 p.m. **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc0NWY4ZTgtOTc0ZC00MGRiLTkxOWMtOTU2ZDM2ZmE4MmM0%40thread.v2/0?context=%7b%22Tid%22%3a%228c09e569-51c5-4dee-abb2-8b99c32a4396%22%2c%22Oid%22%3a%229295ce0d-da36-474e-a9d3-85862f60fac4%22%7d

VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. DEFINITIONS: Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

BID INVITATION: The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

BOND: The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

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DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time

OPPORTUNITY BUY: A special offer from a supplier that is usually associated with a limited time to respond.

PROPOSAL: The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

VENDOR'S DEPOSIT: The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

B. GENERAL PROVISIONS

1. INTERPRETATION OF ESTIMATES/QUANTITIES

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum contract quantities or values associated with this solicitation.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Prior contract utilization may be viewed on the Delaware Open Data Portal <https://data.delaware.gov/>. The Government and Finance data sets provide Central Contract Line Item Spend by Fiscal Year among several additional data products. Past usage shall not be considered a guaranteed future volume.

2. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

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3. EXAMINATION OF SPECIFICATIONS AND PROVISIONS

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. **All prices quoted must be in U.S. Dollars.**

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

5. 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, Email labeled "Proprietary Information" with the RFP number. The Email must contain a letter from the Vendor's legal counsel describing the documents in the Email, 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.

6. 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

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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).

7. 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.

8. 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.

9. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

10. PATENTED DEVICES, MATERIAL AND PROCESSES

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

11. EMERGENCY TERMINATION OF CONTRACT

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

12. TAX EXEMPTION

- a. In accordance with the Internal Revenue Service regulations, the State of Delaware is generally exempt from federal excise tax for communications, certain fuels, sales by manufacturers and the tax on heavy trucks, trailers, and tractors. More detail is included in IRS Publication 510 Excise Taxes located at <https://www.irs.gov/pub/irs-pdf/p510.pdf>. Per IRS regulations, all exemption certificates must be specific

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to the vendor and the type of excise tax. If an exemption certificate is requested by a vendor, the Division of Accounting will work with the agency and vendor to complete the appropriate certificate. Such taxes shall not be included in prices quoted.

- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

13. INVOICING

After the awards are made, the agencies participating in the bid may forward their purchase orders (“P.O.”) to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the vendor.

14. PRICES

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

15. COOPERATIVES

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

16. PRICE ADJUSTMENT

The Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the one (1) period, Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

17. INDEPENDENT CONTRACTORS

The parties to any contract from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the 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,

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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.

18. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES UNLESS AND UNTIL THEY ARE DIRECTLY HIRED

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

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

19. WORK PERFORMED IN A STATE BUILDING

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees.

20. ACA SAFE HARBOR

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor.

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Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

21. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

22. MANDATORY INSURANCE REQUIREMENTS

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

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

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

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

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

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

ENTER AGENCY NAME
Contract No: ENTER CONTRACT NUMBER
State of Delaware
ADDRESS
ADDRESS

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

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

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

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

23. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778. <http://revenue.delaware.gov/services/BusServices.shtml>

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

24. INDEMNIFICATION

a. General Indemnification

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

b. Proprietary Rights Indemnification

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend

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such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

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

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.

25. NON-PERFORMANCE

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as "TERMINATION OF INDIVIDUAL PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

26. FORCE MAJEURE

Neither the Vendor nor the State shall be held liable for non-performance under the terms and conditions of this Agreement due, but not limited to:

- a. Acts of God; labor disturbances; accidents; failure of a governmental entity to issue a permit or approval required for performance when the Contractor has filed proper and timely application with the appropriate government entity; civil disorders; acts of aggression; changes in any law or regulation adopted or issued by a governmental entity after the date of this Agreement; a court order; explosions; failure of utilities; material shortages;
- b. Diseases, plagues, quarantine, epidemics or pandemics;
- c. Federal, state, or local work or travel restrictions to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics; or
- d. The State's need to occupy, utilize, or repurpose an active or prospective work area due to diseases, plagues, quarantine, epidemics, pandemics, work or travel restrictions, and the need to control, mitigate, or reduce transmission of diseases, plagues, epidemics or pandemics.

Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract within 2 business days of the party's knowledge of significant non-performance risk.

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27. VENDOR NON-ENTITLEMENT

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

28. OPPORTUNITY BUYS

The Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training can waive use of a contract pursuant to 29 *Del. C.* § 6911(d). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a contract. See [Opportunity Buy Flowchart](#). The Director will afford any vendor on an existing contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

29. REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate usage report (Attachment 6) shall be furnished in an Excel format and submitted electronically, upon request, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the example in Attachment 6, and submitted upon request to the Contract Specialist. Submitted reports shall cover the full month, contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured, and prices paid. Reports are required upon request, including those with "no spend". Any exception to this requirement or failure to submit complete reports upon request, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

– Reporting is required by Executive Order.

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business

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Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 7.

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

30. BILLING

Providers will be supplied with a budget from the contract specialist assigned to their agreement. Providers will invoice/bill by the 12th day following the month billing for.

31. METHOD OF PAYMENT

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within forty-five (45) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within forty-five (45) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within forty-five (45) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

32. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

33. VENDOR RESPONSIBILITY

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 5, and are subject the approval and acceptance of the Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training.

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34. VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

35. PERSONNEL, EQUIPMENT AND SERVICES

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 must be approved in writing by the State.

36. FAIR BACKGROUND CHECK PRACTICES

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

37. VENDOR BACKGROUND CHECK REQUIREMENTS

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

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

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

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

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

38. DRUG TESTING REQUIREMENTS FOR LARGE PUBLIC WORKS

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Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:

[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

39. MINIMUM WAGE RATES

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

40. DISPUTE RESOLUTION

At the option of the parties, they 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, the parties elect 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 a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

41. REMEDIES

Except as otherwise provided in this solicitation, including but not limited to Section 48 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

42. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

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- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- b. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.
- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

43. TERMINATION OF CONTRACT

The contract awarded as a result of this RFP may be terminated as follows by The Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training.

- a. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- b. **Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the

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Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

- c. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

44. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the contract.

45. INTEREST OF VENDOR

The vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The vendor further covenants, that in the performance of this contract, no person having any such interest shall be employed.

46. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

47. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

48. ASSIGNMENT OF ANTITRUST CLAIMS

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

49. TESTING AND INSPECTION

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The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to ensure equipment, materials and services conform to contract requirements.

50. COVENANT AGAINST CONTINGENT FEES

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

51. GRATUITIES

- a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

52. AFFIRMATION

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

53. AUDIT ACCESS TO RECORDS

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

61. IRS 1075 Publication (If Applicable)

a. Performance

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

- (1) All work will be performed under the supervision of the contractor.
- (2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
- (3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format 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 or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
- (4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
- (5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.
- (7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.
- (9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.
- (10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.
- (11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and 202 obligated to the agency under this contract.
- (12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.
- (13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

b. Criminal/Civil Sanctions

- (1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI 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 FTI for a purpose not authorized herein constitutes a felony punishable

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upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

- (2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.
- (3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) 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.
- (4) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures 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 the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

c. 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. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

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62. REMEDIES

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

63. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal (Attachment 5) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

64. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible.
[Corrective Action Report](#)

65. CONTRACT DOCUMENTS

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the

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State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

66. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

67. NOTICE

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

John Quick
Delaware Workforce Development Board
DWDBDETContracting@delaware.gov

68. VENDOR EMERGENCY RESPONSE POINT OF CONTACT

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty-four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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

69. NO PRESS RELEASES OR PUBLIC DISCLOSURE

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

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

A. AWARD AND EXECUTION OF CONTRACT

1. CONSIDERATION OF PROPOSALS

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The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. MATERIAL GUARANTY

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition, and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. AWARD OF CONTRACT

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

4. 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.

5. WARRANTY

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

6. THE CONTRACT(S)

The contract(s) with the successful Vendor(s) will be executed with The Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training acting for all participating governmental entities.

7. INFORMATION REQUIREMENT

The successful vendor's shall be required to advise and provide The Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training of the gross costs associated with this contract.

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VII. PROPOSAL REPLY SECTION

LAB-OSY-26R-001

Out of School Youth

Please fill out the attached forms fully and completely and must be submitted with all electronic copies and the proposal checklist confirming the items submitted. All proposals are to be submitted and received no later than 1:00PM (EST) on March 12, 2026. The proposals must be delivered by email to the following contact email address: DWDBDETContracting@Delaware.gov and in the subject line contain: BID ENCLOSED: LAB-OSY-26R-001, PROVIDER NAME, OSY Submission.

A mandatory pre-bid meeting has been scheduled for February 19,2026 at 1:00 – 2:00 p.m. **This is a mandatory meeting.** If a Vendor does not attend this meeting; they shall be disqualified and shall not be considered for further evaluation.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODc0NWY4ZTgtOTc0ZC00MGRiLTkxOWMtOTU2ZDM2ZmE4MmM0%40thread.v2/0?context=%7b%22Tid%22%3a%228c09e569-51c5-4dec-abb2-8b99c32a4396%22%2c%22Oid%22%3a%229295ce0d-da36-474e-a9d3-85862f60fac4%22%7d

PUBLIC PROPOSAL OPENINGS

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

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

ATTACHMENTS

The following attachments are required to be included in the final submission package.

STATE OF DELAWARE

Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment & Training

Attachment 1

CONTRACT Number: LAB-OSY-26R-001

TITLE: Out of School Youth

DEADLINE TO RESPOND: 3/12/2026 1:00 PM

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Bid, and further certifies that it is not a sub-contractor to another Vendor who also submitted a Bid as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment F, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Workforce Development Board and the Delaware Department of Labor, Division of Employment & Training.

COMPANY NAME _____

COMPANY TYPE: Corporation Partnership Individual Other: _____

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

Certification type(s)	Circle all that apply	
Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No
Disadvantaged Business Enterprise (DBE)	Yes	No
Veteran Owned Business Enterprise (VOBE)	Yes	No
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

The above table is for informational and statistical use only.

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five (5) years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment? YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE

Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment & Training

Attachment 4

BUSINESS REFERENCES

Contract No.: LAB-OSY-26R-001
Contract Title: Out of School Youth

List a minimum of three business references, including the following information:

- Business Name and Mailing address
• Contact Name and phone number
• Number of years doing business with
• Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list the contract(s).

Reference One

Table with 2 columns and 8 rows: Contact Name, Contact Title, Business Name, Address, Email, Phone, Current Vendor?, Work Performed

Reference Two

Table with 2 columns and 8 rows: Contact Name, Contact Title, Business Name, Address, Email, Phone, Current Vendor?, Work Performed

Reference Three

Table with 2 columns and 8 rows: Contact Name, Contact Title, Business Name, Address, Email, Phone, Current Vendor?, Work Performed

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

SUBCONTRACTOR INFORMATION FORM

Contract No.: LAB-OSY-26R-001
 Contract Title: **Out of School Youth**

Are you proposing the use of any subcontractors in the fulfillment of the requirements as outlined in the solicitation?

--

If yes, complete this form.

Responding Vendor Information

Company Name	
DBA (if applicable)	
Company Address	

Subcontractor Information

Company Name	
DBA (if applicable)	
Company Address	

Diverse Vendor Self-Identification	
State Certified	
Federal Certified	

If yes, which State(s):

--

Description of Work by Subcontractor

--

Once completed, this form must be signed by both vendors.

Proposing Vendor

Subcontractor

Authorized Signature:

Authorized Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Use a separate form for each subcontractor

STATE OF DELAWARE
 Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment & Training

Attachment 7

SAMPLE REPORT – FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																			
Subcontracting (2nd tier) Quarterly Report																			
Prime Name:							Report Start Date:												
Contract Name/Number							Report End Date:												
Contact Name:							Today's Date:												
Contact Phone:							*Minimum Required					Requested detail							
Vend or Name *	Vend or TaxID*	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phon e*	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performed by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran/Ser vice Disabled Veteran Certifying Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numb er	2nd tier Suppli er email	Descript ion of Work Perform ed	2nd tier Suppli er Tax Id	Dat e Pai d		

Note: Completed reports shall be saved in an Excel format, and submitted to the following email address: osd@delaware.gov . The form can be located at [Office of Supplier Diversity - Division of Small Business - State of Delaware](#), bottom of the page, 'Services and Information' section, 'Subcontractor Reporting Form'.



The Office of Supplier Diversity (OSD)

Supplier Diversity Certification Application Portal can be found here:
[Office of Supplier Diversity Certification Application Portal](#)

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

[Subscribe](#) to the OSD Mailing List

Carvel State Building
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 / Fax: 302-736-7915

Email: osd@delaware.gov

Web site: <https://business.delaware.gov/osd/>

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



Attachment 9**PROPOSAL REPLY REQUIREMENTS**

The response should contain the following minimum information:

1. A brief Cover Letter including an Applicant's experience, if any, providing similar services.
2. Vendor shall provide a detailed description of services to be provided and shall respond to the Scope of Work identified. Failure to adequately describe the extent of their abilities may affect how the state evaluates and scores the vendor proposal.

Include catalogs or links, if that is what is asked for.

Vendors are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment 1). **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** – Form must be included.
4. One (1) completed RFP Exception Form (Attachment 2) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (Attachment 3) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference Form (Attachment 4) – please provide references other than State of Delaware contacts – Form must be included.
7. One (1) complete and signed copy of the Subcontractor Information Form (Attachment 5) for each subcontractor – only provide if applicable.
8. One (1) complete OSD Application (see link on Attachment 8) – optional, only provide if applicable

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

Vendors shall compile all documentation noted above, and all other documents as required in the Scope of Work, Appendix B.

Appendix A

Minimum Criteria for Submission Checklist

RFP # LAB-OSY-26R-001

To aid the proposer and staff, the following is a checklist of items that should be contained in the submitted proposal.

Proposer Name: _____

Proposed Program (Training Area): _____

Item	Completed/Submitted
Attended Pre Bid Meeting	_____
Proposal Submitted by deadline	_____
Proposal submitted is completed on template Appendix C provided including <i><u>Live signature</u></i>	_____
Attachment 1 – Non-Collusion Statement	_____
Attachment 2 – Exception Form	_____
Attachment 3 – Confidential Information Form	_____
Attachment 4 – Business Reference Form	_____
Attachment 5 – Subcontractor Information Form (if applicable) – Lack of this will not disqualify proposal.	_____
Appendix D - Budget	_____
Copy of Business License/ Proof of Non-Profit Status (Non-Public entities only)	_____
_____	_____

Internal Use Only

Reviewer 1 Initials: _____

Reviewer 2 Initials: _____

STATEMENT OF WORK AND TECHNICAL SPECIFICATIONS**Scope of Services:****II. Scope of Services:**

Delaware is soliciting proposals for Out-of-School Youth (OSY) programs that support Delaware youth between the ages of 16 and 24.

- p. Outreach, Recruitment and Retention include but are not limited to, identifying potentially eligible youth, working with parents and guardians to secure necessary documentation, and working closely with other governmental and community organizations and school systems to identify and recruit eligible youth. Continued engagement and retention of program participants is vital to individual and program success.
- q. Intake, Eligibility Determination and Certification: Providers will be responsible for reasonably determining WIOA eligibility of youth applicants recruited into the program. Eligibility is defined in Appendix E. Terms and Conditions.
- r. Providers shall implement Mental Health and Trauma Informed Care training for staff and participants throughout the program year.
- s. Providers shall ensure that participants understand what quality jobs are through supported work experiences that include supervision, paid training, access to supportive services, career ladders and work-based learning that may lead to a certification.
- t. Objective Assessment must be conducted by the providers to assess the academic level, skill level and service needs of each participant. This will include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes, supportive service needs, Mental Health needs and development needs. The goal is to accurately evaluate each youth to develop and maintain the Individual Service Strategy (ISS). Providers will assess reading and math skills using assessment instruments that are valid and appropriate for the target population. Examples include: Smarter Balance, PSAT, SAT and assessments approved by the National Reporting System found here: <https://www.federalregister.gov/documents/2016/12/13/2016-29899/tests-determined-to-be-suitable-for-use-in-the-national-reporting-system-for-adult-education>
- u. Individual Service Strategy (ISS) will be developed by the provider for each youth participant. The ISS is an individualized, written plan of short and long-term goals that include career pathways, education and employment goals, involvement in WIOA youth program elements, supportive services, incentives and stipends. The ISS will identify the timeframe in which each youth will be expected to complete all activities related to the goals. The ISS will clearly connect the services to be provided to the outcomes to be achieved between WIOA enrollment and exit. The ISS must be completed and uploaded into Delaware JobLink (DJL) within 30 days of program enrollment. The ISS will be updated throughout the program and uploaded after each update.
- v. Case Management is the infrastructure for delivering effective services that will facilitate the growth and development of youth and the achievement of performance goals. The process of case management begins at recruitment and extends for 12 months post-exit. The provider/bidder must describe in detail how they are embedding comprehensive and wraparound case management services within their proposed program design and

plans to develop case managers through training and supervision. Case Management data will be maintained in Delaware JobLink (DJL) as a requirement of this program.

- w. All providers shall ensure that analyzing and solving problems, durable/soft skills, competency in foundation mathematics, reading skills and good attendance is taught and reinforced continually throughout the program.
- x. Program will empower and leverage participants to understand AI, so they are able to adapt and thrive in future employment.
- y. Providers will offer training appropriate to the intended job placement opportunity and demonstrate that the curriculum being offered through proposed training meets the current and projected needs of local employers and/or training that allows trainees to earn a Diploma, GED, recognized equivalent or other recognized Industry Credential.
- z. Providers will ensure their youth program personnel are available beyond traditional school and provider hours of operations to provide needed support and services when necessary.
- aa. Providers will provide effective connections to employers of all sizes, in high demand industry sectors and high demand occupations in the local and regional labor markets to help explore careers and industries, provider work-based learning where participants can engage and learn from employers, through job shadowing, paid/unpaid work experience/internships, clinical and virtual work experiences are allowable, demonstrate linkages between academic instruction and occupation training and, prepare students for unsubsidized employment opportunities.
- bb. Providers will maintain documentation for each participant, including eligibility determination, attendance, assessments, credentials, certificates, measurable skill gains, and outcomes. Providers will be required to assist clients in creating a DJL account, uploading documents to each client's account, enroll client in either WIOA or Blue Collar OSY program, complete S&T entries and enter credential information in Outcomes and complete required exit questions.
- cc. Providers will provide retention services for all exited clients to meet performance requirements for a period of 12 months following program exit.
- dd. Providers will develop a robust referral mechanism and document all referrals (received and sent) and will provide a quarterly report of this data to DWDB & DOL.
- ee. Providers will account for 25% of requested amount of funds be set aside for Work Experience (WEX). Providers also acknowledge that an awarded amount that differs from the requested amount will have an adjusted Work Experience total. Work Experience is further defined in Appendix E.

III. Mandated Program Elements:

WIOA mandates 14 Program Elements that every program must provide to participants.

- a. Tutoring, Study Skills Training, Instruction and Evidence-Based Dropout Prevention and Recovery Strategies.
- b. Alternative secondary school services, or dropout recovery services as appropriate.
- c. Paid or Unpaid Work Experience.
- d. Occupational Skills Training.
- e. Education offered concurrently with, and in the same context as, workforce preparation activities.
- f. Leadership Development Opportunities.
- g. Supportive Services.
- h. Adult Mentoring.

- i. Follow-up Services.
- j. Comprehensive Guidance and Counseling.
- k. Financial Literacy Education.
- l. Entrepreneurial Skills Training.
- m. Services that provide Labor Market Information.
- n. Post-secondary preparation and transition activities.

IV. Targeted Population:

Delaware youth who are not attending any school as defined by state law, not younger than 16 or older than 24 at the time of enrollment, (participants who enroll prior to their 24th birthday may continue in the program after turning 24) and one or more of the following.

- A school dropout.
- A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter.
- A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English Language Learner.
- An offender
- A Homeless individual aged 16-24 who meets the criteria defined in Sec. 41403(6) of the Violence against Women Act of 1994 (42 U.S.C. 14043d-2(6)), a homeless child or youth aged 16-24 who meets the criteria defined in Sec. 725(2) of the McKinney-Vento Homeless Assistance Act 942 U.S.C. 11434a(2)), or a runaway.
- An individual in foster care or who has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under Sec. 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.
- An individual who is pregnant or parenting.
- An individual with a disability.
- A low-income individual who requires additional assistance to enter or complete an education program or to secure or hold employment.

*Youth served with BC funds do not have to meet the definition of low-income individuals but shall meet all other eligibility requirements.

V. Performance Measures:

The performance measures for programs funded with the RFP and required under the Workforce Innovation and Opportunity Act (WIOA) are provided in the charts below. All programs must have program designs that support the attainment of these measures to include the 12-month post-exit follow up services. All programs will be evaluated against these measures. All provided measures are subject to change based on negotiations with USDOL.

WIOA Negotiated Measures:

Employment or Training Activities, or employment in the 2 nd Quarter after exit	66%
Employment or Training Activities, or employment in the 4 th Quarter after exit	72.5%
Median Earnings 2 nd Quarter after exit	\$2,500
Credential Attainment	74.5%
Measurable Skill Gains	60.5%

*Providers may propose alternative expected rates and performance measures. This must be done in the proposal and must include related outcomes with justification for the alternative.

VI. Funding:

Funding for this program come from both Workforce Innovation and Opportunity Act (WIOA) and State Blue Collar (BC) funds. The anticipated amount available for this RFP is \$2,139,364 and is subject to change without notice based on the availability of funds and is the anticipated amount for one year. The terms and conditions of this Grant provides the authority to Delaware to offer subawards using the Terms and Conditions in Appendix E.

- a. The DWDB is looking to invest in sectors that will enable Delawareans to get back to work and increase growth in high-skill, high-wage jobs. The DWDB has addressed the immediate needs in the DWDB Strategic Plan as the enabling sector.
- b. The DWDB is looking to raise the bar on educational attainment to reflect the needs of our future economy. Our goal is to increase credential and degree attainment to 60% by 2030.
- c. Increase alignment between learning and work and improve how we build talent pipelines.
- d. Expand opportunities to increase economic prosperity for all Delawareans and reduce gaps that exist today based on race, ethnicity, disability, and income.

Proposal Submission Template
WIOA Out-of-School Youth

One submission per program (Multiple programs attached to one submission will be disqualified)

Proposals must be prepared and organized according to the section and subsection numbers/letters provided below. Each section is mandatory. Please keep all responses clear and concise.

I. General Proposal Information: Name and Address of Applicant Organization

Provide Name: _____

Address: _____

Contact: _____

(PERSON SUBMITTING)

Phone Number: _____

Email: _____

Website: _____

Authorized Contract Signor: _____

(Name and email if different from above)

DUNS #: _____

EIN ID #: _____

County (ies) this
program will serve?

New Castle County

Kent County

Sussex County

Or

Statewide

Organization Type:

Non-Profit

Governmental

Private for Profit

State public institute or training center

Institution of higher education

DOE approved private business or trade
school

Please respond to all questions as directed in the order provided to eliminate disqualification of response.

A. Program Name (if different from Provider Name):

B. Total Amount Requested: \$ _____

C. Requested amount for this program is what % of organization's overall total budget?

D. Number of Enrollments to be served (insert total number):

E. Does your response include duplicate or carry-in participants from PY24? Yes No

If yes, how many will be carried in:

F. Cost per participant (overall cost, including requested and braided funding):

- G. Cost this grant per participant (what of the total cost will this grant cover per participant):
- H. Cost per training
- I. Average service hours per enrollment:
- J. Amount of training expense to be paid by the participant (if any) \$
- K. Description of services/supplies to be paid by participant if any:

II. Executive Summary or Program Summary

Please provide a **CONCISE SUMMARY** of your program, limited to ½ a page. The summary should include an overview of your program along with your programs primary goals and objectives and tracked metrics. Detailed responses can be provided in subsequent questions.

III. Demonstrated Ability

- A. Describe your organization’s ability to operate high quality training programs that have resulted in achieving the Performance Measures outlined in the Scope of Services of the RFP. Performance with any previous DOL DET, contract will be provided to the panel by Delaware. If the proposed program is new, please describe other training program’s past performance if applicable or the organization’s past performance and ability to operate high quality training programs.
- B. Describe your organization’s experience and capacity to effectively manage grant funded programs and ensure compliance
- C. Describe your criteria for participant selection. Include how you will outreach, recruit, and assess each participant’s needs and skill level. Be sure to include the assessment(s) or partnerships in place to assess participants.
- D. Are staff within your organization trained in trauma informed care? Does your organization equip staff to address mental health needs. Please describe organization’s professional development plan.
- E. Provide staff qualifications for any position for which funding is requested in whole or in part. If staff are not currently employed with your organization, please provide the minimum qualifications you will use to recruit for the position. For all current staff members list their current education as it relates to serving youth with barriers. Add more rows as needed.

Position	Qualification	% of time allotted to program

- F. Describe how your program will address the “no wrong door policy” ensure your organization is leveraging as many opportunities to serve vulnerable populations or populations with barriers to education and employment.

IV. Program Design

- A. Provide a program overview. Include training elements, duration, delivery method, target audience, program goals, expected outcomes, industry credentials offered (if any), and how the program aligns with workforce needs or trends.
- B. Provide a description of conditions, behaviors, and barriers of typical participants as well as demographic information on targeted participants. Clearly identify why your program targets the demographics listed.

- C. Describe how your organization will maintain high quality case management to support and track participants, and effectively monitor performance metrics to youth with barriers.
- D. Describe how your program provides access to each of the Mandated Program Elements (listed in section (II)(C) of the RFP. Programs are not required to directly provide all of the program elements but are required to ensure youth have access to every program element in order to provide a comprehensive program. Your answer should address each of the 14 elements and clearly identify which mandated elements will be directly provided and which will be provided by partners, by purchasing (e.g., Occupational Skills Training), or other linkages. MOUs will be required for any mandated element provided by a partner agency. Please complete the chart below identifying the 14 mandated elements being supported and the relationship of the partnerships or linkages to your program.

Organization Type	Name of Organization	Mandated Element/Role/Commitment

- E. Describe how your program will address durable skills (work readiness/soft skills) that all youth need. This includes appropriate work behaviors and other sought-after skills such as problem solving, teamwork, oral and written communication, and organizational skills.
- F. Detail your plan, including allocated resources to develop, place and support retention in participant outcomes. Explain how you will educate youth on various post-secondary options and establish relationships with local employers to enhance job opportunity, placements, and knowledge of paths to sustainable wages. Provide previous examples.
- G. How does your organization engage with multi language learners?

V. Outcome Placement

- A. How does the proposed program address current and future needs of local employers, targeted industries, and all stakeholders through durable skills training, job readiness, and resume and interview preparation? Highlight its benefits to the community, state, and region.
- B. How does this program provide work-based learning experiences for participants? What types of work-based learning experiences are provided? What industry or occupations will students experience?
- C. Provide a comprehensive outcome statement that describes what a participant will have achieved after successfully completing the proposed program. This should include all credential(s) received, job title, and expected wages.

VI. Cost/Budget-Brief Narrative Only (Budget template must be completed in its entirety)

- A. **Brief Narrative Only** (Please provide a short budget narrative here including your cost per participant and cost per training hour)..

VII. Leverage Resources

- A. Describe how the proposed program is leveraging resources through braiding funds, direct financial or in-kind contributions by other programs, employers, investors, stakeholder, etc. Be sure to explain the source of funds and how they will be used to support the program and achieve programmatic goals. In addition, please complete the following:
- Cash Contribution Amount
 - In-Kind Amount

c. Other

B. Provide any state contracts your organization currently has. Please include the contract goals and outcomes.

Agency	Contract Goals & Outcomes	Amount

VIII. Employer Participation: List employers who have actively hired participants from your program or are currently engaged partners, such as internships or work experiences.

Business Name	Role/Commitment

IX. Artificial Intelligence (AI)- Describe how your program will empower and leverage participants to understand AI, so they are able to adapt and thrive in future employment.

X. Digital Literacy: Describe how your program incorporates digital literacy skills into the curriculum.

XI. Financial Literacy-Explain how your program will help participants gain knowledge and practical skills to make informed financial decisions.

XII. Certificate of Information and Authorization *Must be completed for your proposal to be considered. * Please Note-Failure to submit a live signature will disqualify your submission.*

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

Signature

(live):

Name:

Title:

Organization:

Appendix D

Budget Summary

1: STAFF SALARIES	\$ _____
2: STAFF FRINGE BENEFITS	\$ _____
3: TOTAL LINES 1&2	\$ _____
4: SUPPORTIVE SERVICES	\$ _____
5: RENT	\$ _____
6: CUSTODIAL SERVICES	\$ _____
7: UTILITIES	\$ _____
8: CONSUMABLE SUPPLIES	\$ _____
9: POSTAGE	\$ _____
10: EQUIPMENT & FURNITURE PURCHASE	\$ _____
11: EQUIPMENT RENTAL	\$ _____
12: TUITION	\$ _____
13: ENTRANCE FEES	\$ _____
14: TRAINING MATERIALS	\$ _____
15: PRINTING/ADVERTISING	\$ _____
16: STUDENT TRAVEL	\$ _____
17: STAFF TRAVEL	\$ _____
18: STAFF TRAINING	\$ _____
19: PARTICIPANT WAGES AND PAYMENTS	\$ _____
20: PARTICIPANT FRINGES	\$ _____
21: TOTAL LINE 19&20	\$ _____
22: INSURANCE	\$ _____
23: PROFESSIONAL SERVICES	\$ _____
24: INDIRECT COST	\$ _____
25: TEMP AGENCY FEES FOR WEX PAYMENTS	\$ _____
26: OTHER WORK EXPERIENCE	\$ _____
27: TOTAL BUDGET	\$ _____

STATE OF DELAWARE

Delaware Workforce Development Board and Delaware Department of Labor, Division of Employment & Training

Terms and Conditions

PY 2025 Workforce Innovation and Opportunity Act (WIOA) Youth Program Activities - Annual Funding Agreement

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PART A: GENERAL AWARD, SYSTEM FOR AWARD MANAGEMENT AND UNIFORM GUIDANCE**A(1.) Applicable Requirements**

The recipient of this Federal award must assure to fully comply with the rules and requirements specified in the award document. Program requirements may be located in the Funding Opportunity Announcement (FOA), statutes, Executive Orders, government-wide regulations, agency regulations, agency policy guidance such as Training Employment Guidance Letter (TEGL), and the terms outlined in the award document.

The following authorities apply to your activities under this Federal award. It is recommended that the award recipient contact DOL when questions arise about what requirements apply in the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements.

- Workforce Innovation Opportunity Act (WIOA).
- Other applicable Federal statutes.
- Full-Year Continuing Appropriations and Extensions Act, 2025 (March 15, 2025, Public Law (Pub.L.) 119-4 which appropriates funding at the level in Pub. **L. 118-47 with certain exceptions.**
- Implementing Regulations.
- Executive Orders and Presidential Memoranda.
- The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR part 200 and DOL regulations at 2 CFR part 2900.
- The U.S. Department of Labor (DOL) directives.
- Terms and conditions of this award.

The funds that are provided under this NOA must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act (WIOA), the applicable approved WIOA State Plan (including approved modifications and amendments to the plan), and any waiver plan approved under WIOA Section 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Section 190, the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116, and the applicable provisions in the appropriations act(s).

A(2.) Training and Employment Guidance Letter (TEGL)

The TEGL and any amendments found at <https://www.dol.gov/agencies/eta/advisories/tegl-no-11-24> are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the TEGL. Therefore, the expenditure of funds by the award

recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

The funds provided under this NOA must be expended according to all applicable Federal statutes, regulations, and policies, and the applicable provisions in the appropriations act(s). The funds shall be obligated and expended via a NOA. These obligations and expenditures may not exceed the amount awarded by the NOA unless otherwise amended by the ETA.

A(3.) Standard Form (SF)-424, Application for Federal Assistance, and SF-424B, Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this award. The individual who signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the award recipient is in compliance with the Assurances and Certifications form SF-424B available at <https://www.grants.gov/>. The award recipient does not need to submit the SF-424B separately.

A(4.) Federal Project Officer (FPO)

The name and contact information of the DOL FPO for this award is found on the first page of the Notice of Award in field #10.

This individual is your main point of contact with DOL. The individual is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer by a formally executed award amendment process.

A(5.) System for Award Management (SAM.gov)

A SAM.gov registration is required for an entity to be able to apply for Federal awards, to request amendments to existing awards, and to enable them to complete the closeout process for expiring awards. See Training and Employment Notice (TEN) 18-17 <https://www.dol.gov/agencies/eta/advisories/training-and-employment-notice-no-18-17> for additional guidance.

Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner

and subsidiaries and providing information about the recipient's predecessors who have received a Federal award or contract within the last three years.

Effective on April 4, 2022, the DUNS Number was replaced by a new, non-proprietary identifier requested in and assigned by <https://sam.gov/>. This new identifier is called the Unique Entity Identifier (UEI), or the Entity ID. To learn more about how to access your UEI, please visit the U.S. General Service Administration (GSA), Unique Entity Identifier Update

https://www.fsd.gov/gsafsd_sp?id=kb_article_view&sysparm_article=KB0041254&sys_kb_id=875189f21bee8d54937fa64ce54bcbaa&spa=1

If the recipient is authorized to make subawards under this Federal award, then the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
2. Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

For the purposes of this award term:

***System for Award Management (SAM.gov)* is the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov/>).**

***Entity* is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:**

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

***Subaward* has the meaning given in 2 CFR 200.1.**

***Subrecipient* has the meaning given in 2 CFR 200.1.**

DOL advises Federal financial assistance award recipients registered in SAM.gov to frequently review their registration information, particularly their financial information

and points of contact. Assistance is available by contacting the Federal Service Desk at https://www.fsd.gov/gsafsd_sp.

DOL routinely checks the validity of a recipient's SAM.gov registration and verifies that the recipient is not included on the excluded parties list before making an award or approving an amendment to an existing award. Failure to have an active SAM.gov registration can delay award recipients from receiving their initial award or requesting amendments to their existing awards.

DOL further encourages award recipients to review the expiration date of their SAM.gov registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the award recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the award recipient can continue to request and receive amendments to their existing grants, as well as apply for new funding opportunities. Further, the Employer Identification Number (EIN) must remain active until the award closeout process is fully completed.

A(6.) Subawards

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in 2 CFR 200.331, including an agreement the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award must be applied to any subrecipient under this award. The recipient is responsible for ensuring that the Terms and Conditions and all other information required in 2 CFR 200.332(b) are in all subaward packages, and monitoring the subrecipient, including to ensure that the subrecipient complies with all applicable Federal statutes, regulations, and the Terms and Conditions of this award (2 CFR 200.101(b) and .332).

A(7.) Contracts

A *contract* means a legal instrument by which a recipient or subrecipient conducts procurement transactions under a Federal award. Additional guidance on distinguishing between a subrecipient and a contractor is provided in 2 CFR 200.331. When procuring contractors for goods and services, DOL recipients and subrecipients must follow the procurement requirements, including the requirement for full and open competition, found at 2 CFR 200.318 through 200.327 (except states and Indian tribes, which must follow 2 CFR 200.317).

A(8.) Technical Assistance, Resources, and Information

Additional resources, 508-compliant PowerPoints, training, and resources to assist the award recipient are located on the ETA Resources webpage

<https://www.dol.gov/agencies/eta/grants/resources> and the Grants Application and Management collection page on

<https://grantsapplicationandmanagement.workforcegps.org/>, SMART training

<https://bit.ly/DOL-SMART> is a technical assistance initiative sponsored by DOL/ETA to assist its award recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,

Accountability,

Risk mitigation and

Transparency.

Questions regarding the content may be directed to compliance.policy@dol.gov.

A(9.) Monitoring, Technical Assistance, and Additional Specific Conditions of Award

All award recipients and subrecipients, including states and territories managing the Unemployment Insurance programs, may have the specific conditions of their award adjusted (2 CFR 200.208). A specific condition is based on an analysis of the following factors:

1. Review of OMB-designated repositories of government-wide data (for example, *SAM.gov*) or review of its risk assessment (See 200.206);
2. The recipient's or subrecipient's history of compliance with the terms and conditions of Federal awards;
3. The recipient's or subrecipient's ability to meet expected performance goals as described in 2 CFR 200.211; or
4. A determination of whether a recipient or subrecipient has inadequate financial capability to perform the Federal award.

Specific conditions may include the following:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
3. Requiring additional or more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the recipient or subrecipient to obtain technical or management assistance; or

6. Establishing additional prior approvals.

Award recipients may be required to obtain technical or compliance assistance through an established provider/contractor that has been selected or hired by DOL that may include in-person or remote assistance.

A(10.) Evaluation, Data, and Implementation

Award recipients must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

A(11.) Conflict of Interest

Recipients and subrecipients of federal assistance must have a written policy in place on conflicts of interest, including organizational conflicts of interest. The policy must include the process the recipient or subrecipient will take to identify, avoid, remove, and remedy conflicts of interest.

Federal assistance recipients must disclose in writing any real or potential conflict of interest to DOL. The disclosure must notify the Grant Officer through written letter or email and contain the appropriate grant number.

A conflict of interest occurs when an entity or individual's objectivity becomes impaired because there is a conflict between personal or self-serving interests and professional duties or responsibilities. Such a conflict occurs when an organization or individual has a vested interest, such as financial, status, knowledge, relationships, or reputation, which puts into question whether their actions, judgment, or decision-making can be unbiased. A conflict of interest can also arise when actions are taken or may appear to be taken by any entity involved in more than one role, such that the performance of that entity in one role affects its interest in its other role, thereby making it difficult for the entity to perform a grant process objectively and impartially.

A potential conflict of interest occurs when it is reasonably foreseeable that an entity or individual's objectivity could become impaired in the future due to a conflict between personal or self-serving interests and professional duties or responsibilities.

An organizational conflict of interest occurs when, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a grant action involving a related organization. Such conflicts may be actual or potential.

DOL requires that recipients of Federal funds use them in the best interest of the award program and therefore grant decisions must be free of undisclosed conflicts of interest including those that are real or potential conflicts, whether individual or organizational. When there are disclosed conflicts of interest in grant decisions, the recipient must notify DOL and take remedial action to resolve or mitigate the conflict.

The signatory authority or authorized official identified on the SF-424 application further certifies through their signature on the SF-424 application that any potential conflict of interest has been identified to the appropriate Grant Officer.

L. PART B: INDIRECT COSTS, BUDGET, AND COST SHARE**B(1.) Indirect Cost Rate and Cost Allocation Plan**

An award recipient that is claiming indirect costs to a Federal award must have a Negotiated Indirect Cost Rate Agreement (NICRA), Cost Allocation Plan (CAP), or elect to utilize the de minimis rate of 15% of modified total direct costs (MTDC).

Indirect costs are costs incurred for a common or joint purpose that benefit more than one cost objective and are not readily assignable to one cost objective without specifically benefitting effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular cost objective, such as a Federal award, or other internally or externally funded activity that can be directly assigned to such activities relatively easily with a high degree of accuracy. The association of costs with a Federal award determines whether costs are direct or indirect.

If the DOL serves as the Federal Cognizant Agency (FCA) for the award recipient, then the award recipient must work with DOL's Cost & Price Determination Division (CPDD), which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about DOL's CPDD is available at DOL's Cost & Price Determination Division (CPDD) website which provides guidelines to help develop indirect cost rates, links to the applicable cost principles, and contact information. The CPDD also has Frequently Asked Questions to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals.

If a new NICRA is issued during the award period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as they are consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the award will not be increased.

B(2.) Indirect Cost Rate - Financial Reporting for NICRA and De Minimis

All award recipients with an approved NICRA or de minimis rate must report indirect costs on their FINAL ETA-9130 Financial Report. If an award recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the FINAL ETA-9130 Financial Report. The grant recipient may refer to the ETA-9130 Report https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/ETA-9130_Financial_Reporting_Resources_updated_5.1.24.docx for additional guidance.

B(3.) Budget - Approved

The award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. The award recipient must confirm that all costs are allowable, reasonable, necessary, and allocable before charging any expense. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR part 200 and 2 CFR part 2900 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed-upon outcomes or deliverables will require a request for amendment and prior approval from the Grant Officer.

All period of performance extensions, including no-cost and one-time extensions, require prior approval from the Grant Officer. If the period of performance will include multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance terms and conditions of the Federal award.

Unless otherwise authorized in a grant award or cooperative agreement or subsequent amendment, recipients must expend funds with the shortest period of availability first.

B(4.) Budget Flexibility

Award recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed-upon outcomes or deliverables require a request for amendment and approval from the Grant Officer.

Any request for a budget amendment or non-competing extension of the final budget should be submitted to the Grant Officer, in writing, at least 30 days before the Period of Performance is scheduled to expire. Such requests usually are for a period of up to 12 months.

As directed in 2 CFR 200.308(i), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories (for example, personnel, travel, and supplies) or programs, functions, and activities is restricted such that if the cumulative amount of a transfer exceeds or is expected to exceed 10% of the total budget, including cost share, as last approved by the Federal agency, the award recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF-424A do not require a grant amendment unless the change results in a cumulative transfer among

direct cost categories exceeding 10% of the total budget. It is recommended that the assigned Federal Project Officer or point of contact review any within-line changes to the award recipient's budget prior to implementation to ensure they do not require an amendment.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

B(5.) Non-Federal Cost Sharing

This award does not include a cost-sharing requirement.

M. PART C: FUNDS MANAGEMENT

C(1.) Funds - Payment Management System (PMS)

Upon receipt of a NOA, to draw funds from the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS) (<https://pms.psc.gov/>), an active account must be established. To establish an account, award recipients must complete an SF-1199A and PMS Access form (shown as the PMS New User Access Request on the PMS website) (User Access). Federal award recipients do not need to complete these forms if they already have an account with PMS.

Pursuant to Executive Order 14222 - "Implementing the President's 'Department of Government Efficiency' Cost Efficiency Initiative," Federal agencies are required to record every payment issued by the agency pursuant to each of the agency's covered contracts and grants, along with a brief, written justification for each payment. PMS now has a "justification" field wherein grant recipients must identify the purpose for the Federal funds being drawn down. The justification is mandatory, and PMS will not accept a payment request if a justification is not provided.

C(2.) Funds - Return & Refunds

DOL does not accept paper checks for any type of returned funds. For active grants, all return of funds is to be submitted electronically through the PMS operated by the HHS via the same method as a drawdown. For grants that have been canceled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via <https://www.pay.gov/public/form/start/177233981>

If there are questions regarding the return of funds, or your organization no longer has access to PMS, contact the DOL/ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov or for other Department agencies, DOL Office of the Chief Financial Officer, for further assistance.

N. PART D: COSTS - LIMITATIONS, ITEMS, AND RESTRICTIONS**D(1.) Administrative Costs**

Administrative costs are defined at 20 CFR 683.215. Limitations on administrative costs are described at 20 CFR 683.205. Under no circumstances may the administrative costs exceed these limits. The award recipient will be monitored for compliance with the administrative cost limits throughout the grant's period of performance. Any amounts that exceed these limitations will be disallowed and subject to debt collection.

D(2.) Consultants

For the purposes of this grant award, the Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$815.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable, and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

D(3.) Equipment and Other Capital Assets

The prior written approval requirements for equipment (as described in 2 CFR 200.439) are waived in accordance with 2 CFR 200.308(c)(4) and (g) and 20 CFR 683.200, and approval authority is delegated to the Governor for programs funded under Section 127 (Youth) or Section 132 (Adult & Dislocated Worker) of WIOA or under the Wagner-Peyser Act. Notwithstanding this waiver, the Grant Officer reserves the right to reimpose the requirement of prior approval, after providing advance notice to the recipient.

Disposition. When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or State if required by the terms and conditions of the Federal award. See 2 CFR 200.313(e).

D(4.) Pre-Award Costs

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are *incurred at the recipient's own expense*.

D(5.) Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this awards award. The award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(b). The DOL will require any program income remaining at the end of the period of performance to be returned to DOL. In addition,

award recipient(s) must report program income on the quarterly financial report using the applicable ETA-9130 or SF-425 reports.

D(6.) Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, allowable, reasonable, allocable, and conform to the recipient's or subrecipient's written policies and procedures. All travel must also comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

D(7.) Travel - Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), recipients and subrecipients may charge travel costs on an actual cost basis, on a per diem or mileage basis, or a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the recipient's or subrecipient's other activities and in accordance with the recipient's or subrecipient's established written travel reimbursement policies. In the absence of an established written policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11 ("Travel and Subsistence Expenses; Mileage Allowances"), by the Administrator of General Services, or by the President (or their designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)). Mileage rates must be checked annually at GSA's Privately Owned Vehicle (POV) Mileage Reimbursement Rates <https://www.gsa.gov/travel/plan-a-trip/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement?gsaredirect=mileage> to ensure compliance.

D(8.) Travel - Foreign

Funds that are awarded and authorized to carry out an activity under WIOA, Subtitle B cannot be used for foreign travel.

D(9.) Conferences and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal award. Award recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

D(10.) Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences and conventions or training seminars funded in whole or in part with Federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel-Motel National Master List <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

D(11.) WIOA Infrastructure

WIOA, Section 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners:

1. WIOA, Title I programs: Adult, Dislocated Worker, and Youth formula programs, Job Corps, YouthBuild, Native American programs, National Dislocated Worker Grants (DWG), and NFJP;
2. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA, Title III;
3. SCSEP authorized under Title V of the Older Americans Act of 1965;
4. Trade Adjustment Assistance (TAA) activities authorized under Chapter 2 of Title II of the Trade Act of 1974;
5. Unemployment Compensation (UC) programs; and
6. Jobs for Veterans State Grants (JVSG) programs authorized under Chapter 41 of Title 38, U.S.C.

With the exception of Native American programs established under WIOA, Section 166 all One-Stop partner programs, including all programs that are funded under Title I of WIOA, are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received, per 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA Section 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL No. 17-16. 1 3F

<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-17-16> The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA Section 121(h), WIOA's implementing regulations, and the Uniform Guidance at 2 CFR parts 200 and 2900.

If not deemed a required one-stop partner, it is strongly recommended that the award recipient partner with the local WIOA one-stop delivery system in its service area(s). The one-stop system can assist with referrals, labor market information, and many other services that will directly benefit the management and performance of your grant. The one-stop system also provides access to a wide range of publicly- and privately-funded

education, employment, training, and supportive services while also providing high-quality customer service to job seekers, workers, and businesses.

D(12.) Pay-For-Performance Contract Strategies

If any subrecipients (Local Workforce Development Boards (LWDBs)) of the award recipient elect to set aside funds for pay-for-performance (PFP) contract strategies under 20 CFR 683.520, a separate grant agreement must be created to administer these funds. The award recipient must provide sufficient notice to the Grant Officer, through its FPO, of any LWDB's decision to reserve up to 10% of its total local Adult/Dislocated Worker or Youth allotment for PFP contract strategies so that a new grant agreement can be issued to cover those funds. The award recipient should inform its FPO as soon as an amount to be reserved under this provision has been finalized.

D(13.) Procurement

The Uniform Guidance (2 CFR 200.317) requires States and Indian Tribes (as defined in 2 CFR 200.1) to follow the same procurement policies and procedures they use for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in 200.318 through 200.327. In addition to their own policies and procedures, they must also comply with 2 CFR 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in 200.318 through 200.327. States must also follow the requirements regarding the competitive selection of One-Stop Operators at WIOA Sections 121(d) and 123.

O. PART E: REPORTING, AUDIT, AND CLOSEOUT

E(1.) Reports - Financial Reports

All ETA award recipients are required to submit quarterly financial and narrative progress reports for each award.

- 1) **Financial Reports.** All ETA award recipients are required to report financial data on the ETA-9130 Financial Report. Reporting quarter-end dates are March 31, June 30, September 30, and December 31. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Due to the configuration of the Payment Management System (PMS), the ETA-9130 financial report for the quarter ending March 31st is due on May 16th.

Quarter End Date	Quarterly ETA-9130 Due Date
March 31 st	May 16 th
June 30 th	August 15 th
September 30 th	November 15 th
December 31 st	February 15 th

A final financial report must be submitted no later than 120 calendar days after the quarter encompassing the award end date ends, or 120 calendar days after the completion of the quarter in which all funds have been expended, whichever comes first. For additional guidance on ETA's financial reporting, reference ETA-9130 Financial Reporting Resources.

[https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/ETA-9130 Financial Reporting Resources updated 5.1.24.docx](https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/ETA-9130_Financial_Reporting_Resources_updated_5.1.24.docx)

The instructions for accessing both the online financial reporting system and cash drawdowns using the HHS PMS can be found in the transmittal memo accompanying this NOA.

E(2.) Federal Funding Accountability and Transparency Act (FFATA or Transparency Act)

The prime recipient is responsible for reporting quality subaward data to SAM.gov that is subsequently displayed on USAspending.gov. Federal award and subaward descriptions are critical to informing the public of Federal spending by providing the public with an understanding of the purpose of the Federal award provided to the recipient. Recipients should include descriptions about award-specific activities and avoid acronyms or Federal or agency-specific terminology.

Note that the following language is found in Appendix A to 2 CFR part 170 and contains language pertaining to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 Subaward Reporting System (FSRS). As of March 2025, FSRS has been moved to SAM.gov. Applicable to grants and cooperative agreements:

I. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

(a) *Reporting of first-tier subawards -*

(1) *Applicability.* Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds **\$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if an amendment increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.**

(2) *Reporting Requirements.*

(i) The recipient must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) *Reporting total compensation of recipient executives for entities -*

(1) *Applicability.* The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) ISF <https://www.govinfo.gov/content/pkg/USCODE-2023-title15/pdf/USCODE-2023-title15-chap2B-sec78m.pdf> or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting Requirements.* The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) *Reporting of total compensation of subrecipient executives-*

(1) *Applicability.* Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under

section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) <https://www.govinfo.gov/content/pkg/USCODE-2023-title15/pdf/USCODE-2023-title15-chap2B-sec78m.pdf> or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) *Reporting Requirements.* Subrecipients must report to the recipient their executive total compensation described in paragraph (c)(1) of this appendix. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) *Exemptions.* (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

- (i) Subawards, and
- (ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) *Definitions.*

For purposes of this award term:

Entity includes:

- (1) Whether for-profit or nonprofit:
 - (i) A corporation;
 - (ii) An association;
 - (iii) A partnership;
 - (iv) A limited liability company;
 - (v) A limited liability partnership;
 - (vi) A sole proprietorship;
 - (vii) Any other legal business entity;
 - (viii) Another grantee or contractor that is not excluded by subparagraph (2); and
 - (ix) Any State or locality;
- (2) **Does not include:**
 - (i) An individual recipient of Federal financial assistance; or
 - (ii) A Federal employee.

***Executive* means an officer, managing partner, or any other employee holding a management position.**

***Subaward* has the meaning given in 2 CFR 200.1**

Subrecipient has the meaning given in 2 CFR 200.1

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

E(3.) Integrity and Performance Matters - FAPIIS

I. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) *General Reporting Requirement.*

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417^{17F}

<https://www.govinfo.gov/content/pkg/PLAW-110publ417/pdf/PLAW-110publ417.pdf> as amended (41 U.S.C. 2313) <https://www.govinfo.gov/content/pkg/USCODE-2023-title41/pdf/USCODE-2023-title41-subtitleI-divsnB-chap23-sec2313.pdf>. As required by section 3010 of Public Law 111-212, <https://www.govinfo.gov/content/pkg/PLAW-111publ212/pdf/PLAW-111publ212.pdf> all information **posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.**

(b) *Proceedings About Which You Must Report.*

- (1) You must submit the required information about each proceeding that-
- (i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - (ii) Reached its final disposition during the most recent five-year period; and
 - (iii) Is one of the following-
 - (A) A criminal proceeding that resulted in a conviction;
 - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (D) Any other criminal, civil, or administrative proceeding if-

- (1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
- (2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) *Reporting Procedures.* Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) *Reporting Frequency.* During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) *Definitions.* For purposes of this award term-

***Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.**

***Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.**

The total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

E(4.) Audits

Single (organization-wide) or program-specific audits must be performed in accordance with 2 CFR part 200, subpart F, the Audit Requirements of the Uniform Guidance. Non-federal entities (as defined in 2 CFR 200.1) that expend \$1,000,000 or more in a year

from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in subpart F. All audit reports produced under subpart F are submitted through the Federal Audit Clearinghouse. For-profit entities are excluded from the requirements found in Subpart F of the Uniform Guidance (2 CFR 200.501(i)); however, in accordance with 2 CFR 200.503(c), DOL requires for-profit recipients that meet the audit determination threshold outlined in 2 CFR 200.501(a) to conduct a program-specific audit in accordance with generally accepted government auditing standards (GAGAS).

The updated audit and major program determination thresholds of \$1,000,000 apply to grant recipient fiscal years beginning on or after October 1, 2024.

For fiscal years beginning before October 1, 2024, auditors must adhere to the version of the Uniform Guidance in effect prior to October 1 and must not apply any compliance requirements from the 2024 Uniform Guidance revisions.

For grant recipients who would like an extension on their audit report submission, they should first contact their assigned FPO/ PO/ GOR/ GOTR.

All submissions will need to be made through the new FAC (Federal Audit Clearinghouse) <https://www.fac.gov/> hosted by GSA.

E(5.) Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the DOL. The grant award and cooperative agreement recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See ETA's Grant Closeout webpage <https://www.dol.gov/agencies/eta/grants/management/closeout> for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR682eb6fbabcde2/section-200.344> During the closeout process, the award recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the award recipient's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement or cooperative agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

Administrative costs associated with the closeout activities of a Federal award (for example, salaries of personnel preparing final reports, publication and printing costs, costs associated with the disposition of equipment and property, and related indirect costs) are allowable through your NICRA, CAP, de minimis, or directly charged, as applicable, before the final Federal financial report is due (see 2 CFR 200.472(b)). Such costs cannot exceed any administrative cost limitation. The only liquidation that can

occur during closeout is the liquidation of accrued expenditures (NOT financial obligations) for goods and/or services received during the period of performance specified in this award (see 2 CFR 2900).

E(6.) Termination

Per 2 CFR 200.340, the Federal award may be terminated in part or its entirety as follows:

1. By DOL, if the recipient fails to comply with the terms and conditions of the award;
2. By DOL with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
3. By the recipient upon sending to the Grant Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if DOL determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, DOL may terminate the award in its entirety; or
4. By DOL, to the greatest extent authorized by law, if the award no longer effectuates the program goals or agency priorities;

When an award is terminated in part or its entirety, the recipient remains responsible for compliance with the closeout and post-closeout requirements in 2 CFR 200.344 and 200.345.

P. PART F: NATIONAL POLICY AND RESTRICTIONS

F(1.) Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

F(2.) Domestic Preferences for Procurements and the Build America, Buy America Act

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum,

steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards, contracts, and purchase orders under this award.

For purposes of the paragraph above:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These funds must be expended consistent with the requirements of 41 U.S.C. 8301-8303, commonly referred to as the Buy American Act (BAA). See WIOA section 502(a), 29 U.S.C. 3342(a). In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under WIOA title I or the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

F(3.) Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving awards from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension, termination, or debarment.

F(4.) Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the Federal Emergency Management Agency (FEMA).

F(5.) Intellectual Property Rights, Open Licensing Rights, and the Bayh-Dole Act

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the award recipient,

subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for the use of a copyrighted work, or the cost of acquiring by purchasing a copyright in a work, where the DOL has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)'s [insert organization's name}. The product was created by the recipient and does not necessarily reflect the official position of DOL. DOL makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be in a format readily accessible and available for open licensing to the public, which allows subsequent users to copy, distribute, transmit, and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

All small business firms, and non-profit organizations (as defined in the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and Bayh-Dole Act Required ETA Grant Term.23F

<https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/BayhDoleGrantTerm.pdf>

To summarize, these requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

F(6.) Public Communications - Certain Information Requirement

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 505 apply. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all recipients and subrecipients receiving Federal funds shall clearly state:

- 1) The percentage of the total costs of the program or project which will be financed with Federal money;
- 2) The dollar amount of Federal funds for the project or program; and
- 3) The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

F(7.) Harassment Prohibited

The award recipient and any subrecipients are prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.

1. Unwelcome sexual advances, requests for sexual favors, or offensive remarks about a person's race, color, religion, sex, national origin, age, disability, political affiliation or belief, or citizenship or participation, and other unwelcome verbal or physical conduct based on one or more of these protected categories constitutes unlawful harassment on that basis(es) when:
 - i. Submission to such conduct is made either explicitly or implicitly a term or condition of accessing the aid, benefit, service, or training of, or employment in the administration of or in connection with, any WIOA title I-financially assisted program or activity; or
 - ii. Submission to, or rejection of, such conduct by an individual is used as the basis for limiting that individual's access to any aid, benefit, service, training, employment from, or employment in the administration of or in connection with, any WIOA Title I-financially assisted program or activity; or
 - iii. Such conduct has the purpose or effect of unreasonably interfering with an individual's participation in a WIOA Title I-financially assisted program or activity creating an intimidating, hostile, or offensive program environment.
2. Harassment because of sex includes harassment based on gender identity or sexual orientation; harassment based on failure to comport with sex stereotypes;

and harassment based on pregnancy, childbirth, and related medical conditions. Sex-based harassment may include harassment that is not sexual in nature but that is because of sex or where one sex is targeted for the harassment.

F(8.) Equal Participation of Faith-Based Organizations and Written Notice of Beneficiary Protections

On March 4, 2024, the United States Department of Labor, along with eight other agencies, issued the final rule Partnerships With Faith-Based and Neighborhood Organizations. The rule is available at 29 CFR 2.30 through 2.41.

- (a) Under this final rule, a faith-based organization that participates in this award program retains its independence from Federal, State, and local Governments and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.
- (b) A faith-based organization may not use direct Federal financial assistance, whether received through an award or subaward, to support or engage in any explicitly religious activities. An organization receiving Federal financial assistance also must not, in providing services funded by DOL, or in conducting outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- (c) *Notice to beneficiaries of programs supported by direct Federal financial assistance.* Any organization providing services to beneficiaries under programs supported by direct Federal financial assistance from DOL, and any entity responsible for disbursing Federal funds as part of a program of indirect Federal financial assistance administered by DOL, must give the written notice shown below to beneficiaries and prospective beneficiaries:

Name of Organization:

Name of Program:

Type of Federal Financial Assistance: DIRECT

Contact Information for Program Staff: (provide name, phone number, and email address, if appropriate)

Because this program is supported in whole or in part by financial assistance from the Federal Government, we are required to let you know that:

- (1) We may not discriminate against you on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;
- (2) We may not require you to attend or participate in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) that are offered by our organization, and any participation by you in such activities must be purely voluntary;
- (3) We must separate in time or location any privately funded explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) from activities supported with direct Federal financial assistance;
- (4) You may report violations of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the U.S. Department of Labor's Civil Rights Center, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210, or by email to CRCEXternalComplaints@dol.gov; and
- (5) If you would like to seek information about whether there are any other federally funded organizations that provide these kinds of services in your area, please call toll-free 1-877-US2-JOBS (1-877-872-5627) or TTY 1-877-889-5627.

This written notice must be given to you before you enroll in the program or receive services from the program, unless the nature of the service provided or exigent circumstances make it impracticable to provide such notice before we provide the actual service. In such an instance, this notice must be given to you at the earliest available opportunity.

F(9.) Personally Identifiable Information

The award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII
<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-39-11>.

In accordance with TEN 21-23,
<https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEN/2023/TEN%2021-23/TEN%2021-23%20%28Accessible%20PDF%29.pdf> if it is the practice of the grant recipient to publish NOAs on a website accessible to the public, the Department recommends that the grant recipient redact or mask the Payment System ID to prevent unauthorized use of your accounts by fraudsters. Grant award or cooperative agreement recipients should email regenia.mitchell@psc.hhs.gov if they find that payments have been paid to a bank account other than their registered bank account. The subject line should read: Urgent! Payment Request Deposited to Incorrect Bank Account.

F(10.) Publicity and Lobbying/Advocacy

Publicity - As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 503 apply. The award recipient is not authorized to use any funds provided under this award—other than for normal and recognized executive-legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Lobbying/Advocacy - As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 503 apply. No federal funds may be used to pay the salary or expenses of any grant recipient, or an agent acting for such recipient, related to any activity designed to influence the enactment of the legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.

F(11.) Veterans' Priority Provisions

38 U.S.C.4215 requires award recipients or subrecipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where an award recipient or subrecipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans' priority of service provisions require that the award recipient or subrecipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Award recipients and subrecipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-10-09> provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL.

F(12.) Waste, Fraud and Abuse

No entity receiving Federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

F(13.) Whistleblower Protection

All employees working for contractors, grant recipients, subcontractors, subgrantees/subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in 3.900 through 3.906 of the Federal Acquisition Regulation. The award recipient shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.

F(14.) Executive Order 12928 - Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities

Pursuant to Executive Order (EO) 12928, the award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-serving institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

F(15.) Executive Order 13043 - Increasing Seat Belt Use

Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

F(16.) Civil Rights Act of 1964 - Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons

Pursuant to Title VI of the Civil Rights Act of 1964 and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, award recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin

Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289

<https://www.govinfo.gov/content/pkg/FR-2003-05-29/html/03-13125.htm>

(May 29, 2003); see also Appendix to 29 CFR 38.9 - Guidance to Recipients.

<https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-A/section-38.9> Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to LEP.gov.

F(17.) Executive Order 13513 - Federal Leadership On Reducing Text Messaging While Driving

Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Award recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

F(18.) Salary and Bonus Limitations

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title I, Section 105 apply. Award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331.

Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See TEGL 10-

30F <https://www.dol.gov/agencies/eta/advisories/tegl-10-24> for additional information.

When preparing indirect cost proposals, recipients and subrecipients must disclose salary breakdowns to their Federal cognizant agency (FCA) or pass-through entity so that they can properly assess compliance with TEGL 10-24. An example of proposed salary breakdowns is provided in Exhibit B3I2 https://www.dol.gov/sites/dolgov/files/OASAM/legacy/files/DCDWebExhibitsA122_Commercial.xlsx, as part of "A Guide for Indirect Cost Rate

Determination <https://www.dol.gov/sites/dolgov/files/OASAM/legacy/files/DCD-2-CFR-Guide.pdf> Section III, Examples of Exhibits to Support Indirect Cost Proposals on CPDD's website.

To determine unallowable compensation in excess of TEGL 10-24, refer to this link (<https://www.dol.gov/sites/dolgov/files/OASAM/legacy/files/ETA-JC-SalaryCAP-Calculation.xlsx>) in CPDD's website. Grant recipients may contact CPDD for any guidance or questions.

After evaluating and disallowing costs (when applicable) in excess of TEGL 10-24, the FCA or pass-through entity should issue applicable rates compliant with this requirement. Note that the same Excel file could also be used to determine unallowable direct compensation in excess of TEGL 10-24. Unallowable direct costs must remain as part of the indirect cost allocation base.

Q. PART G: NATIONAL PROHIBITIONS AND OTHER RESTRICTIONS

G(1.) Contracting with Corporations with Felony Criminal Convictions Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

G(2.) Contracting with Corporations with Unpaid Tax Liabilities Prohibited

The award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

G(3.) Trafficking in Persons Prohibited

2 CFR 175.200 establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

a) *Provisions applicable to a recipient that is a private entity.*

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:-
 - i. Severe forms of trafficking in persons; or
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect; or
 - iii. The use of forced labor in the performance of this award or any subaward; or

- iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - (A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - (B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
 - (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - (D) Charging recruited employees a placement or recruitment fee; or
 - (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
- 2. DOL as the Federal awarding agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph a)1. of this award term; or
 - ii. Has an employee who is determined to have violated a prohibition in paragraph a)1. of this award term through conduct that is either-
 - (A) Associated with performance under this award; or
 - (B) Imputed to you (the recipient) or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2998.
- b. *Provision applicable to a recipient other than a private entity.*
 - 1. DOL as the Federal awarding agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c),

without penalty, if a subrecipient that is a private entity under this award-

- i. Is determined to have violated a prohibition in paragraph **a)1. of this award term; or**
 - ii. Has an employee who is determined to have violated a prohibition in paragraph a)1. of this award term through conduct that is either-
 - (A). Associated with performance under this award; or
 - (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 29 CFR Part 98.
- c. *Provisions applicable to any recipient.*
1. The recipient must inform DOL and the DOL Office of the Inspector General immediately of any information you (the recipient) receive from any source alleging a violation of a prohibition in paragraph a)1. of this award term.
 2. DOL's right to unilaterally terminate this award as described in paragraph **a.2 or b.1 of this award term:**
 - i. Implements the requirements of 22 U.S.C. 78, and
 - ii. Is in addition to all other remedies for noncompliance that are available to DOL under this award.
 3. The award recipient must include the requirements of paragraph a)1. of this award term in any subaward the award recipient makes to a private entity.
- d. *Definitions.* For purposes of this award term:
1. "Employee" means either:
 - i. An individual employed by the award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost-sharing requirements.
 2. "Private Entity" means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 3. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude"

have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

G(4.) Health Benefits Coverage for Contraceptives

Federal funds received under this award may not be used to enter into or renew a contract that includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individual's religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion-related services.

G(5.) Health Benefits Coverage for Abortions Restricted

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 506 and 507 apply. Federal funds received under this award may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any recipient or subrecipient from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual healthcare entity to discrimination on the basis that the healthcare entity does not provide, pay for, provide coverage of, or refer for abortions.

G(6.) Fair Labor Standards Act Amendment for Major Disasters

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title I, Section 108 apply. The Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and is applied for a period of two years afterward. The language is as follows:

"(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee

—
(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate,

in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and

(C) whose duties include any of the following:

- (i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
- (ii) inspecting property damage or reviewing factual information to prepare damage estimates;
- (iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
- (iv) negotiating settlements; or
- (v) making recommendations regarding litigation.

(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

(3) For purposes of this subsection-

(A) the term 'major disaster' means any disaster or catastrophe declared or designated by any State or Federal agency or department;

(B) the term 'employee employed to adjust or evaluate claims resulting from or relating to such major disaster' means an individual who timely secured or secures a license required by the applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

(C) the term 'affiliate' means a company that, by reason of ownership or control of 25% or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company."

G(7.) Blocking Pornography Required

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 520 apply. No Federal funds received under this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

G(8.) Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

G(9.) Procuring Goods Obtained Through Child Labor Prohibited

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title I, Section 103 apply. No Federal funds received under this award may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services on ILAB's List of Products Produced by Forced or Indentured Child Labor webpage <https://www.dol.gov/agencies/ilab/reports/child-labor/list-of-products>.

G(10.) Promotion of Drug Legalization Restricted

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 509 apply. No Federal funds received under this award shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

G(11.) Purchase of Sterile Needles or Syringes Restricted

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 526 apply. No Federal funds received under this award shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

G(12.) Restrictions Against the Creation or Research of Embryos

As provided in Pub.L. 119-4, the requirements of Pub.L. 118-47, Division D, Title V, Section 508 apply. No Federal funds received under this award shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For

STATE OF DELAWARE
Delaware Workforce Development Board and
the Delaware Department of Labor, Division of Employment & Training
**purposes of this term, the term "human embryo or embryos" includes any
organism, not protected as a human subjected under 45 CFR 46 as of March 23,
2024, that is derived by fertilization, parthenogenesis, cloning, or any other means
from one or more human gametes or human diploid cells.**

STATE OF DELAWARE
Delaware Workforce Development Board and
the Delaware Department of Labor, Division of Employment & Training

Appendix F

High Demand Occupation Listing

[2026 High Demand Occupation List.xlsx](#)