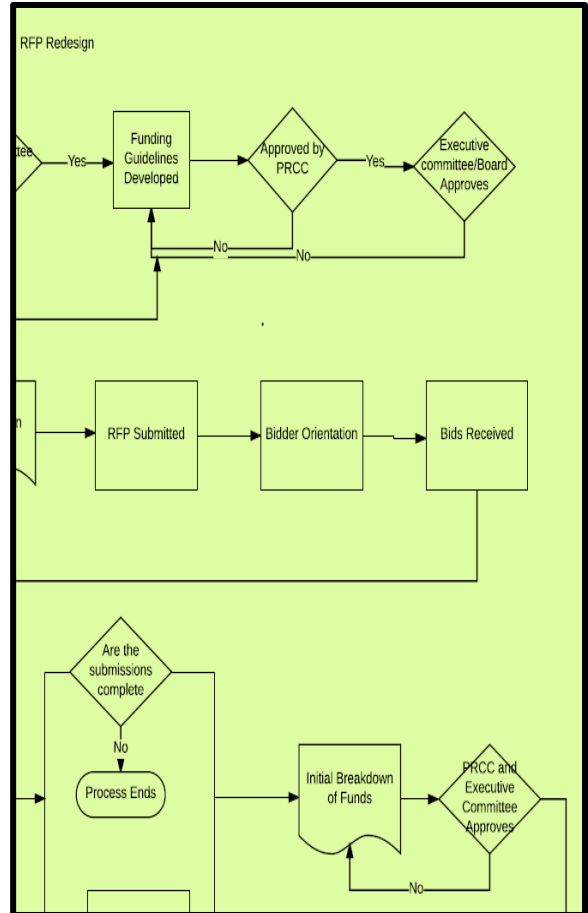


The Delaware Workforce Development Board RFP Redesign Project Report and Recommendation



Prepared by
Delaware Goal Team Partners



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Acknowledgments

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Delaware's publicly funded workforce system is eternally grateful for all of the hard, quality work that went into this product.

Introduction

The RFP redesign project, while not part of the four strategic goals, is a special project commissioned (for lack of a better word) by the Delaware Workforce Development Board and folded into the Strategic Planning Process. This project began in earnest in January 2017 and brought together providers, board members, not-for-profit advisors, and Delaware contracting professionals from multiple disciplines to craft a fair and improved process.

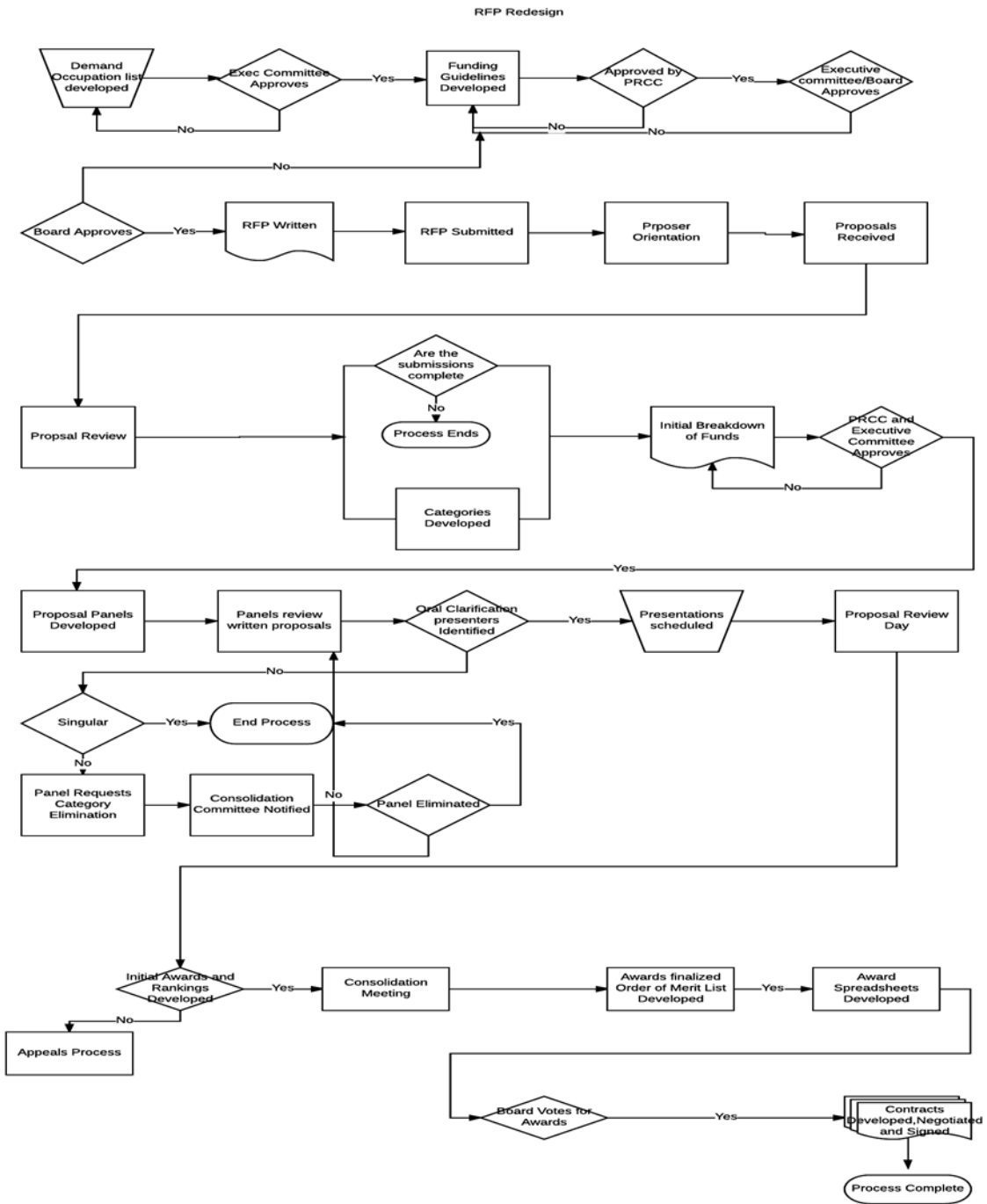
Delaware's RFP process has three governing documents:

- Delaware's Demand Occupation List
- The Funding Guidelines
- 16 Steps to RFP Success.

It is important to note that although the Demand Occupation List and the Funding Guidelines are also used to govern other DWDB spending priorities, when coupled with the 16 Steps to RFP Success, they create a unified document, which will govern annual contracting expenditures and processes.

The DWDB will annually update all components of this pamphlet. The RFP redesign Team acknowledges this process will evolve over time and will require editing and realignment as opportunities for improvement are discovered.

Flow Chart



MEMORANDUM

FOR: Delaware Workforce Development Board

FROM: Executive Director, Delaware Workforce Development Board (DWDB)

DATE: October 5, 2017

SUBJECT: RFP Redesign Proposal; 16 Steps to RFP success

Purpose. This memo recommends the Delaware Workforce Development Board (DWDB) adopt the proposed Request for Proposal 16-step process outline below.

1. Step #1. Demand Occupation List. The RFP process begins with the development of the Demand Occupation List by the DWDB staff, in consultation with the Delaware Department of Labor (DOL), Office of Occupational Labor Market Information (OOLMI), Delaware Department of Labor Division of Employment and Training (DOL-DET), and DWDB partners. The Demand Occupation List, while an enclosure to the Funding Guidelines, is also a standalone document. The Demand Occupation List prescribes the occupations Delaware will fund for training. This task is usually completed before the June Executive Committee Meeting, where it is voted on and approved.

2. Step #2. Develop Funding Guidelines. The Funding Guidelines are an annual policy document prioritizing workforce spending for a Program Year (July through June). It formalizes the priorities of the board and is prepared for the board by DOL-DET, DWDB, and Core Partners. This document prescribes the use of both State and Federal funds in relation to the publicly funded workforce system. These guidelines may segregate funds for special projects. The DWDB and Core Partners will develop the funding guidelines in June for approval by the Proposal Review and Certification Committee (PRCC); the Executive Committee in September; and the full Board in October.

3. Step #3. RFP Written. The DOL-DET contracting staff will use the most current RFP template from Delaware's Office of Management and Budget (OMB) as a guide to develop the Annual RFP, ensuring the RFP reflects the DWDB and Partner priorities. The DOL contracting staff will review the funding guidelines before writing the RFP. The Executive Director of the DWDB and the Director of the DOL-DET will approve the RFP before it is submitted to the OMB for official release. The staff submit the RFP to OMB before Thanksgiving.

A. Scoresheets – The DWDB and DOL-DET contracting staff will develop a rubric for the panel to use when assessing both the written presentation and clarifying-questions portion of the RFP judging.

B. DOL-DET contracting staff will ensure the RFP supports the priorities outlined in the funding guidelines.

4. Step # 4. Submitting the RFP. The DOL-DET contracting lead will forward the RFP document to OMB, allowing ten working days for review and posting. The contracting lead is the sole point of contact/coordination with OMB. This process will usually occur during the first two weeks of December.

5. Step #5 Proposer Orientation. The Proposer Orientation will occur within 15 days of the RFP posting to the OMB web site. This is a mandatory provider event. DOL-DET contracting staff is the lead for this step. The contracting team will review the RFP in detail to Proposers. The contracting team will field questions and develop a Frequently Asked Questions (FAQ) document and post it to the state's OMB contracting web site.

6. Step #6. Proposals Received. Approximately 30 days after the RFP is posted at OMB, providers will submit their bids to the DWDB. The DWDB staff will reject all late submissions. DWDB staff will open all bids; note the contact information; develop an Excel spreadsheet, which includes: Who submitted, What the training program is; Where the training will occur; and When the training will take place. This Excel Spreadsheet is the historic document the DWDB will use to track the process.

7. Step #7. Proposal Review. The proposal review is the first step of the adjudication process. DOL-DET contracting will develop a checklist of required information and forward it to the DWDB any time before this step. DWDB staff will audit the submissions against that checklist and will reject submissions failing to meet the minimum requirements. The DWDB staff will apply appropriate priority bonus points (as defined in the funding guidelines) to bids before forwarding them to review panels. The DWDB will send a letter to proposers who are disqualified. DWDB will complete this task within two weeks.

8. Step #8. Development of Categories. The DWDB executive director and the DOL-DET contracting lead will jointly develop panel categories based on occupations/industries represented by submissions. To the greatest extent possible, categories will reflect approved pathways from which the Demand Occupation List was created. Even so, it is important to remember some occupations – important to Delaware employers – may not yet fit into a pathway and they, too, must be categorized.

9. Step #9. Applying Resources. The DOL-DET contracting lead will develop an initial funding breakdown for all the categories. Any number of methods can be employed by the contracting lead to make these recommendations. Regardless, the PRCC will review the recommendations; accept them, or reject them in whole or in part. The PRCC will return rejected recommendations the DWDB and DOL-DET contracting staff for editing, or will forward the guidelines to the Executive Committee approval.

10. Step #10. Developing Review Panels. Once the categories are developed, the DWDB executive director will recruit at least four review panelists for each category. Each panel will have at least two subject matter experts; one target population representatively (e.g. vets, Voc. Rehab, ex-offender); and a board member, which will chair the panel. Panelists will remain on the same panel for the entire life of the process.

11. Step #11 Panels Review Written Proposals. Panelists will receive written proposals from the DWDB staff no later than one week after the March Executive Committee meeting. DOL-DET contracting will assign a staff member to help the panel. Panelists will, in one week, individually review and score the written proposals. At the end of that week panelists will meet either by phone or in person and agree on the “best proposals” for their category. The DWDB staff will invite only the “best proposals” to Proposal Clarification Day. Proposal Clarification Day will occur at least ten days before the April board meeting. Each panel will prepare at least four and no more than ten clarifying questions, for each “best proposal” before Proposal Clarification Day. Panel leads will ensure questions are specific and elicit clarifying responses pertaining to the proposal. If, in the panel’s assessment all submissions are inadequate, the panel may request that the consolidation committee¹ eliminate an entire category. Panelists will submit all notes to the DWDB executive director so he/she can develop a “lessons learned” document for proposers.

a. Step #11.5. After a panel reviews written proposals and determines the dissolution of a category is appropriate, the panel lead will notify the DWDB executive director. The DWDB executive director will convene the Consolidation Committee. The Consolidation Committee may eliminate the category, or require the panel to reevaluate the packets. In the event a category is eliminated, its allocated funds become available to all panels at the Consolidation Meeting.

12. Step #12 Proposal Clarification Day. The DWDB staff will coordinate for meeting space, schedule proposers, and provide all logistics. The DOL-DET staff will ensure each panel has a contracting staff member to provide technical assistance and answer questions. After the clarifications (and on the same day) the panel will rank all proposals. The written portion will comprise 70 percent of the total and the clarifying session 30 percent. The panel will rank all proposals and apply funding recommendations. The panel will track proposed awards and bring unused monies to the consolidation meeting. Panelists will submit all notes to the DWDB executive director so he/she can develop a “lessons learned” document for proposers.

13. Step #14 Consolidation Meeting. The Consolidation Meeting is an extension of the Proposal Clarification Day. It is NOT a public meeting. Shortly after Proposal Clarification Day, panel leads, the DWDB executive director, the board chair, the DOL-DET contracting lead, and contracting staff will meet to finalize their work. Although, the panel may fund programs in whole, in part, or not all; it is the intent of this process to award best programs fully and not spread funds too thinly among multiple programs. Any funds not awarded by a panel may be

reallocated to other categories. The Consolidation Committee will vote to forward the award recommendations to the board; DWDB staff and DOL-DET staff does not vote. Before the Consolidation Meeting adjourns, the panel members will develop a ranked priority list of programs that were not funded in the event additional monies become available. The DWDB executive director will ensure this priority list is voted on. Funds not used may become carrying-in for the following Program Year.

14. Step # 14. Board Approves Spending. The DWDB will vote on the funding recommendations at the April Board Meeting. The DOL-DET contracting lead will present a formal information briefing to the board. The board will vote and may accept the recommendations in whole or in part, or may add conditions to recommendations. Within 24 hours of the awards, the DWDB deputy director will prepare a press release and forward it to the DOL communications manager, which will forward it to the appropriate media contacts. The DWDB executive director will send formal letters notifying Proposers of the final determination.

15. Step #15. Contracts Written, Negotiated, Signed. The DOL-DET contracting staff will prepare the contracts for signature, negotiate changes as necessary, and administer the contracts. The DWDB executive director and the DOL-DET director will sign contracts.

16. Step #16. Providing Feedback/After Action Review. The DWDB executive director and the DWDB deputy director will annually conduct an After-Action Review (AAR) of the RFP process. The AAR will include surveys of panelists, board members, and providers. The AAR will also include interviews with select panelists and staff. The staff will also prepare an information briefing/after action review for the board's October meeting. The DWDB staff will develop a "lessons learned" information paper for distribution to providers.

17. I am the point of contact at 302-761-8163 or William.potter@state.de.us.

William J. Potter
Executive Director
Delaware Workforce Investment Board

Timeline and RACI

October	November	December	January	February	March	April	May	June	(R)esponsible	(A)ccountable	(C)onsult	(I)nform
									DWDB	PRCC	Executive Committee	Board, DOL-DET
X									DWDB, DOL-DET, Partner Reps	DWDB	Executive Committee	Board
X	X								DOL-DET contracting	DOL-DET Director, DWDB ED	PRCC	Board
		X							Contract Manager	DOL-DET Director, DWDB ED	PRCC	Board
			X						Contract Staff	Contract Manager	DWDB ED	PRCC
			X						DWDB Management Analyst	DWDB ED	Contracting	PRCC
				X					DWDB Staff	DWDB ED	PRCC	Board
				X					DWDB ED and DOL-DET Director	PRCC	Executive Committee	Board
				X	X				Contracting Manager	PRCC	DWDB ED	Executive Committee
					X				DWDB ED	PRCC	Board Members	Panelists
					X	X			Panelists	Executive Committee	Contracting Staff	PRCC
						X			Panelists	DWDB ED	Executive Committee	Board
						X			Panel Leads	DWDB ED	Board Chair	Board
						X			DOL-DET contracting	Board Chair	Board	Public
						X	X	X	Contract Staff	Contract Manager	DWDB ED	Board

MEMORANDUM

FOR: Record

FROM: Delaware Workforce Investment Board (DWDB)

DATE: October 11, 2017

SUBJECT: DWDB Policy #2017007PY 2017 Funding Guidelines: Delaware Workforce Development Board (DWDB)

1. Purpose. The Delaware Workforce Development Board establishes these funding guidelines to supplement and complement its strategic vision. These guidelines not only establish a baseline of the service delivery for Delaware's publicly funded workforce system, but also serve as an annual policy document.

2. General .. The DWDB will only fund occupational skill training that is on the State Demand Occupation List. The DWDB staff will annually develop the Demand Occupation List with input from the Delaware Department of Labor, Office of Occupational and Labor Market Information (OOLMI), the core partners, and training providers. The DWDB intent is to align expenditures with the governor's Pathways to Prosperity initiative, while at the same time ensuring occupations usually found at technical and vocational schools are represented. Vocational programs will prepare students by containing the career related skill based competencies, the appropriate credential/license, a work-based learning opportunity/immersion activity developed to highlight and re-enforce the program goals. The DWDB, primarily in partnership with Delaware Department of Labor, Division of Employment and Training (DOL-DET) allots funds through its contracting process and the Individual Training Account (ITA) process.

3. Priorities. Although the DWDB establishes priorities in subsequent sub paragraphs, providers may submit programs which fall outside these priorities. It is important to note, only programs addressing DWDB priorities will receive bonus points.

A. Promise Communities. The DWDB top priority for 2017 is developing programs in promise communities. Promise communities are defined as those underserved communities in which:

- 28.9 % of the children live in poverty;
- 44.9% of residents are considered low income;
- 37.3% of the children are proficient in reading by 3rd grade;
- 18.2% of the population 25 and over have a HS diploma;
- 10% unemployed; and
- 66.5% receive some form of public assistance

The DWDB further defines promise communities as these geographic areas/zip codes:

Promise Community	Zip Codes	*Low Income Population
City - Eastside	19801, 19802	19,875
City - Westside	19805	19,052
NCC - Rte 40	19701, 19702	19,389
NCC - Rte 9	19720	20,086
Kent - North	19901,19904,19977	30,238
Kent - South	19934, 19943,19952	11,596
Sussex - West	19933, 19956, 19973	17,659
Sussex - Central	19947, 19966	16,111
8	17	154,006

B. Pathways. The DWDB has fully embraced the pathways model and believes the skills taught at the state’s vocational/technical institutions provide relevant pathways. The DWDB generally defines pathways as a set of curricula focused on a specific industry-based “pathway,” paired with opportunities to gain workplace experience while still in high school, graduate with a head start on a college degree, or gain qualifications needed to go to work immediately. Pathways apply to Adult, Youth, and Dislocated Worker training program funding. The ultimate goal for any pathways program is mid-wage employment. A career pathway is a non-duplicative sequence of academic and technical courses that includes secondary- and postsecondary-level content and opportunities for participants to apply knowledge in the classroom and the workplace. Career pathways culminate in industry-based credentials and/or postsecondary degrees and have the following characteristics. The Common Elements of Career Pathways are:

- **Sector-Based Engagement Strategies:** Education and training aligns with the academic and technical skills needed by Delaware employers. Employer engagement occurs within targeted industry sectors, representing high-growth potential to the state or regional economies, to determine prerequisite employment and career progression skill requirements for in-demand occupations.
- **Stackable Educational and Training Options:** Education and training includes the full range of secondary, adult education, and postsecondary education programs, including registered apprenticeships. Career pathways are a non-duplicative progression of courses clearly articulated from one level of instruction to the next and provide opportunities to earn high school credit, adult basic education, and postsecondary credit, culminating in industry-recognized credentials and/or an associate or bachelor's degree.
- **Contextualized Learning:** Education and training focuses on academic and technical content. Curricula and instructional strategies are designed to engage employers through authentic work experiences and to help youth and adults attain work-readiness skills.
- **Accelerated/Integrated Education and Training:** Career pathways combine occupational skill training with adult education services, give credit for prior learning, offer remedial services as needed, and apply strategies that accelerate the educational and career advancement of youth and adults.
- **Industry-recognized Credentials:** Education and training programs lead to the attainment of industry-recognized credentials and/or an associate or bachelor's degree that has value in the labor market.
- **Multiple Entry and Exit Points:** Career pathways provide participants with opportunities to transition between formalized education and training programs and competitive employment, thus allowing participants of varying skill levels to pursue education or training to enter or advance in a specific sector or occupational field.
- **Wraparound Services:** Career pathways incorporate academic and career counseling and support services. Services are targeted at points of transition, provide individualized career plans, and support communities that are high poverty. Further, career pathways provide supports for nontraditional learners and individuals with barriers to employment.

4. DWDB/DOL-DET Internal Rules for Contracting. The DWDB and DOL-DET will adhere to the rules below:

A. Funds returned may be allocated as deemed appropriate by the DWDB.

B. The Consolidation Committee will develop funding recommendation for the full board and establish a priority list for funding programs should additional funds become available prior

to 1 July 2018. No funding changes may take place after 1 July 2018. Any funds identified after 1 July 2018 become carry in for the PY 18 RFP process.

C. Panels have the discretion to fund proposals in whole, or in part, or not at all. When funding programs RFP panels will – to the greatest extent possible – fund programs in full and not divide limited funds between programs.

D. The DWDB will fund awards at a level sufficient to fully carry out the portion of the program which is funded. Proposers are required to demonstrate the level of funding is sufficient.

E. No more than fifty percent of the Blue-Collar Funds may be used for Youth Programs. The remaining Blue-Collar funds will be used to fund dislocated training, to assist in school-to-work transition activities and to underwrite such other innovative training programs.

F. DWDB will set aside \$200,000 of Blue Collar funds to enter into partnerships with Delaware-based economic development organizations, or non-profit agencies, or other state agencies with a dollar to dollar match for Blue Collar workforce training initiatives.

G. The DWDB will set aside \$250,000 of Blue Collar funds -for workforce development programs to assist in mitigating gun violence. This money may be used to enter into partnerships with other state agencies, non-governmental, or not-for-profit agencies.

H. The DWDB encourages the use of braided funding from multiple sources to achieve programmatic goals.

5. New Requests For Proposal (RFP) Procedures. The RFP process has undergone significant changes. This paragraph presents an overview of some of this year’s most significant changes:

A. The RFP process will consist of two rounds; a written review and an oral clarification presentation. The submitted written proposal is worth 70 percent of the total score and the oral clarification presentation is worth 30 percent of the total score.

B. Review panels will score all written presentations and invite only the best qualified to proposal review day. All others are eliminated from consideration.

C. The DWDB will award contracts on a two-year cycle, but will annually review contracts. The DWDB – through DOL-DET, may cancel contracts during the annual review with providers who are not meeting benchmarks.

D. The DWDB will award priorities bonus points to proposals meeting specific priorities as listed below. The provider will explicitly announce what priority the proposal is filling. Each proposal is only eligible for one bonus allotment. This year’s priorities are:

1. Promise Communities -- 10 Bonus Points

2. Pathways Programs -- 6 Bonus Points

E. The DOL-DET will, in partnership with DWDB, will hold a mandatory proposer orientation.

F. The proposal development session component is eliminated; there is only one submission. DWDB staff will reject incomplete bids.

4. Contracts. The DWDB and DOL-DET deliver youth services primarily by soliciting proposals from providers for both In-School Youth and Out-of-School Youth programming. The DWDB may also, from time-to-time, contract for adult and dislocated worker programming. The contracts may be Federal WIOA funds and/or State Blue Collar Funds. Even though the DWDB usually issues an RFP in early January for most of its contract services, the DWDB may issue other RFPs throughout the year as needed. The following subparagraphs outline – in no order of precedence – guidance relative to contract and RFP development and procedures:

A. To the extent possible, definitions provided in the federal law and regulations are the definitions for all sources of funds, including Blue Collar, except the definition of eligibility. The Blue-Collar training programs have no requirement that participants be low income.

B. The DWDB may accept risk and establish local performance measures for specific populations (e.g. Re-entry, underserved youth and adults) when using state dollars. The DWDB will ensure local performance measures are established in an RFP document as appropriate.

C. All providers are responsible for the data entry of participant information and activities into the Delaware JobLink Management Information System (DJL).

D. Prior to executing a contract, proposers, without current contracts, will provide a copy of their most recent financial statement to enable DWDB/DOL-DET to establish their fiscal soundness and eligibility for a contract.

E. Providers will maintain documentation for each participant, including eligibility, attendance, assessments, credentials, certificates, literacy/numeracy gains, and outcomes. Providers will provide documentation to DWDB, the Youth Council, DOL-DET and/or their designees upon request.

F. All Providers will offer training that will allow trainees to earn a Diploma, GED, or Industry Recognized Certificate as defined in USDOL TEGl 10-16.

G. Computer training appropriate to the intended job placement opportunity is a key factor in funding occupational skills training proposals.

H. Providers that request supportive services will document linkages with other human service providers.

I. The DWDB Proposal Review and Certification Committee and the DWDB Executive Committee will review DOL-DET initial funding allotments per categories. The board is free to accept or reject, in whole or in part, the recommendations of the contracting lead.

J. The DWDB acknowledges that the degree to which an employee can analyze and solve problems, demonstrate soft skills, competency in foundation mathematics and reading skills and good attendance, is as important to job retention as is demonstrating the occupational skills. Therefore, the DWDB seeks evidence that these skills are taught and reinforced continually as important and interrelated parts of the training.

K. Contractors will assess reading and math skills. Basic language and numeric skills training when appropriate, will be provided concurrently with skills training. As part of the RFP, proposers will be asked to describe their plan to meet this objective.

L. Occupational Skills programs with a combination of activities are requested. In particular, programs that combine classroom occupational training including an internship, clinical, actual work experience, on-the job training, along with the necessary foundation skills in reading and math, are preferred.

M. Contractors are responsible for determining and documenting eligibility, recruiting customers, and providing the DOL-DET's Management Information System (MIS) with required information. Failure in any of these areas may result in corrective action.

N. Contractors will provide retention services, as necessary, including during the day and evening to meet performance measures for 12 months following exit except for Adult Blue Collar. Adult Blue-Collar exits will require 6 months of follow-up.

O. The proposal rating criteria will favor those proposals that demonstrate the ability to operate quality, cost effective training programs that result in high placement rates, increased wages, long term job retention, credential attainment and literacy/numeracy gains. Criteria may be expanded from time-to-time to reflect board priorities.

P. Funding may be approved to support all or any portion of the cost of a training program. Proposers will provide, in their proposal, the cost of their entire training program and the amount of funds requested.

Q. Proposers will demonstrate that the curriculum being offered through proposed training meets the current and projected needs of the local employers.

R. DWDB will strive to provide training based on each county's needs and in reasonable proportion to the population. The Board may consider the percentage of poverty level residents recorded in the most recent official census, and the state-generated rate of unemployment.

S. Program providers shall define their staff qualifications in the proposal for any position for which they are requesting funding in whole, or in part.

T. Proposers will utilize Delaware Job Link to develop and implement a plan to improve employment opportunities for trainees to maximize success in the current economy. This will include a current updated resume built in the Delaware Job Link system.

U. Blue Collar adult training contracts will be a hybrid contract. The normal standard for the hybrid is to fund as a 60% Cost Reimbursement and a 40% Performance Based contract. Performance payments will be based on Day 1 Outcomes [pending the performance](#) and Day 30 Outcomes.

V. No more than ninety-five percent of available funds may be awarded via RFP.

5. Youth Contracts. This section provides general guidance on all youth contractors/proposers

A. Out-of-School providers shall allocate a minimum of twenty percent of funds to provide paid and unpaid work experiences that have an academic and occupational component which may include: employment opportunities, pre-apprenticeship programs; internships, job shadowing, and on-the-job opportunities.

B. Youth proposers are required to identify the incremental credentials received during the proposed program and the credential obtained as a result of successfully completing the proposed program.

C. Youth programs will be contracted. Proposals will be solicited for Out-of-School Youth and In-School Youth programs.

D. Under the guidance of the Youth Council, youth programs will be contracted.

E. In-School and Out-of-School Youth programs will be funded with a combination of Blue Collar and WIOA funds.

F. Eligible youth programs will provide:

- Provide an objective assessment of the academic levels, skill levels, and service needs of each participant, and developmental needs of such participant, for identifying appropriate services and career pathways for participants.
- Develop service strategies for each participant that are directly linked to one or more of the indicators of performance that shall identify career pathways that include education and employment goals (including in appropriate circumstances, nontraditional employment), and appropriate services for the participant considering the assessment conducted.
- Preparation for postsecondary educational and training opportunities.
- Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
- Preparation for unsubsidized employment opportunities, in appropriate cases.
- Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized postsecondary credential.
- Effective connections to employers, including small employers, in in-demand industry sectors and occupations of the local and regional labor markets.

G. Funded youth providers are not required to directly provide all program elements. All funded providers are required to ensure youth have access to all program elements in order to provide a comprehensive youth program that offers the following program elements:

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.
- Alternative secondary school services, or dropout recovery services, as appropriate.
- Paid and unpaid work experience that have as a component academic and occupational education, which may include – (i) summer employment opportunities and other employment opportunities available throughout the school year; (ii) pre-apprenticeship programs; (iii) internships and job shadowing; and (iv) on-the-job training opportunities.
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations.
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
- Supportive services.
- Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.
- Follow-up services for not less than 12 months after the completion of participation, as appropriate.
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
- Financial literacy education.
- Entrepreneurial skills training.
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
- Activities that help youth prepare for and transition to postsecondary education and training.

- Education offered concurrently with – and in the same context as – workforce preparation activities and training for a specific occupation or occupational cluster.

6. Performance Measures. The DWDB will only approve and/or renew ITA programs which meet or exceed Delaware’s federally mandated performance measures. For Credit programs at open enrollment degree granting institutions are exempt from the credential attainment requirement measure when applying for inclusion on the Eligible Training Provider List (ETPL). For credit programs at degree granting institution on the ETPL will meet all performance measures when applying for subsequent renewal. Even so, the DWDB recognizes that some priority populations may require special considerations. The DWDB may at its discretion – on a case-by-case basis – allow providers serving targeted population some latitude during initial eligibility determination and subsequent renewal. Delaware’s Performance Measures are:

Adult and Blue Collar Measures

Employment Rate 2 nd Quarter after exit	71%
Employment Rate 4 th Quarters after exit	74.7%
Median Earns 2 nd quarter after exit	\$4575
Credential Attainment	45%
Measurable Skills Gain	Baseline

Dislocated Worker

Employment Rate 2 nd Quarter after exit	77.4%
Employment Rate 4 th Quarters after exit	77.5%
Median Earns 2 nd quarter after exit	\$6277
Credential Attainment	45%
Measurable Skills Gain	Baseline

Youth Measures

Employment Rate 2 nd Quarter after exit	66.7%
Employment Rate 4 th Quarters after exit	52%
Median Earns 2 nd quarter after exit	\$4371
Credential Attainment	Baseline
Measurable Skills Gain	Baseline

7. ITA General Rules. This paragraph provides general policy guidance pertaining to funding guidelines.

A. The DWDB-approved ITA process manual will govern the steps for initial eligibility and subsequent renewal of providers seeking inclusion or maintaining their status on the Eligible Training Provider List.

B. The DWDB Management Analyst will annually update the ITA Manual in May for approval by the Proposal Review and Certification Committee and the Executive Committee in June of each year.

C. American Job Centers will assess career services applicants in reading and math skills. Basic language and numeric skills training, when appropriate, will be provided to the extent possible either concurrently with skills training or in another manner consistent with the jointly developed employment plan.

D. American Job Center staff will determine and document eligibility for individuals involved in a career/training service.

E. Any local American Job Center office providing federal services that fails to achieve 85% of its goal in any year may be required to have a correction action plan.

8. I am the point of contact for this policy at 302-761-8163 or William.Potter@state.de.us.

William J. Potter
Executive Director
Delaware Workforce Development Board

Demand Occupation List

SOC Code	Occupation Title
11-9151	Social and Community Service Managers
13-1031	Claims Adjusters, Examiners, and Investigators
13-1041	Compliance Officers
13-1051	Cost Estimators
13-1071	Human Resources Specialists
13-1111	Management Analysts
13-1151	Training and Development Specialists
13-1161	Market Research Analysts and Marketing Specialists
13-1199	Business Operations Specialists, All Other
13-2011	Accountants and Auditors
13-2041	Credit Analysts
13-2051	Financial Analysts
13-2052	Personal Financial Advisors
13-2061	Financial Examiners
13-2072	Loan Officers
13-2099	Financial Specialists, All Other
15-1121	Computer Systems Analysts
15-1131	Computer Programmers
15-1132	Software Developers, Applications
15-1133	Software Developers, Systems Software
15-1134	Web Developers
15-1142	Network and Computer Systems Administrators
15-1151	Computer User Support Specialists
15-2031	Operations Research Analysts
17-2051	Civil Engineers
17-2141	Mechanical Engineers
19-2031	Chemists
21-1012	Educational, Guidance, School, and Vocational Counselors
21-1014	Mental Health Counselors
21-1015	Rehabilitation Counselors
21-1021	Child, Family, and School Social Workers
21-1022	Healthcare Social Workers

21-1099	Community and Social Service Specialists, All Other
25-2021	Elementary School Teachers, Except Special
25-2022	Middle School Teachers, Except Special and Career/Technical Education
25-2031	Secondary School Teachers, Except Special and Career/Technical Education
25-9041	Teacher Assistants
29-1071	Physician Assistants
29-1123	Physical Therapists
29-1127	Speech-Language Pathologists
29-1141	Registered Nurses
29-1171	Nurse Practitioners
29-2011	Medical and Clinical Laboratory Technologists
29-2012	Medical and Clinical Laboratory Technicians
29-2041	Emergency Medical Technicians and Paramedics
29-2052	Pharmacy Technicians
29-2061	Licensed Practical and Licensed Vocational Nurses
31-1014	Nursing Assistants
31-9091	Dental Assistants
31-9092	Medical Assistants
31-9097	Phlebotomists
33-3012	Correctional Officers and Jailers
33-3051	Police and Sheriff's Patrol Officers
35-1012	First-Line Supervisors of Food Preparation and Serving Workers
35-2012	Cooks, Institution and Cafeteria
35-2014	Cooks, Restaurant
35-2021	Food Preparation Workers
41-3021	Insurance Sales Agents
41-3031	Securities, Commodities, and Financial Services Sales Agents
41-3099	Sales Representatives, Services, All Other
41-4012	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products

41-9022	Real Estate Sales Agents
43-3021	Billing and Posting Clerks
43-4051	Customer Service Representatives
43-4131	Loan Interviewers and Clerks
43-5032	Dispatchers, Except Police, Fire, and Ambulance
43-5071	Shipping, Receiving, and Traffic Clerks
43-6013	Medical Secretaries
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive
43-9041	Insurance Claims and Policy Processing Clerks
47-2031	Carpenters
47-2061	Construction Laborers
47-2073	Operating Engineers and Other Construction Equipment Operators
47-2111	Electricians
47-2141	Painters, Construction and Maintenance
47-2152	Plumbers, Pipefitters, and Steamfitters
47-4011	Construction and Building Inspectors
49-1011	First-Line Supervisors of Mechanics, Installers, and Repairers
49-3023	Automotive Service Technicians and Mechanics
49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers
49-9041	Industrial Machinery Mechanics
49-9051	Electrical Power-Line Installers and Repairers
49-9071	Maintenance and Repair Workers, General
51-4041	Machinists
51-4121	Welders, Cutters, Solderers, and Brazers
51-9061	Inspectors, Testers, Sorters, Samplers, and Weighers
53-3022	Bus Drivers, School or Special Client
53-3032	Heavy and Tractor-Trailer Truck Drivers
53-3033	Light Truck or Delivery Services Drivers
53-7051	Industrial Truck and Tractor Operators
53-7062	Laborers and Freight, Stock, and Material Movers, Hand

11-3031	Financial Managers
11-9199	Managers, All Others
43-9199	Office Admin Support Workers
47-1011	First Line Supervisors Construction Trades
35-3021	Combined Food Preparation Including Fast Food
45-2092	Farmworkers and Laborers, etc.
51-1011	First Line Supervisors of Production and Operation Workers
53-7064	Packers and Packagers
31-1011	Home Health Aides
31-2022	Physical Therapist Aides
53-3099	Motor Vehicle Operators, All Others
39-9021.00	Personal Care Aides
11-1021.00	General and Operations Managers
11-3021.00	Computer and Information Systems Managers
25-2011.00	Preschool Teachers, Except Special Education
39-5012.00	Hairdressers, Hairstylists, and Cosmetologists
23-2011.00	Paralegals and Legal Assistants

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

ENTER CONTRACT TITLE

ISSUED BY ENTER AGENCY NAME

CONTRACT NUMBER ENTER CONTRACT NUMBER

Contents:

- I. Overview
- II. Scope of Services
- III. Required Information
- IV. Professional Services RFP Administrative Information
- V. Contract Terms and Conditions
- VI. RFP Miscellaneous Information
- VII. Attachments

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

** Ctrl+Click on the headings above will take you directly to the section.

I. Overview

The State of Delaware Department of Enter Agency Name, seeks professional services to enter purpose for solicitation. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

Public Notice

Date: _____

Deadline for Questions Date: _____
Response to Questions Posted by: Date: _____
Deadline for Receipt of Proposals Date: _____ at 1:00 PM (Local Time)
Estimated Notification of Award Date: _____

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

[The Agency Contract Officers may remove the following “no activity” outside the U.S. sentences for non-IT related solicitations. Should any questions exist, please partner with DTI, DAG and/or Supervisor.]

Furthermore, the transmittal letter must attest to the fact, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has been scheduled for Enter Information. 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.

OR

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

OVERVIEW OF SCOPE OF WORK HERE, REFERENCE TO ATTACHMENT B for FULL SOW.

III. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the proposal at the sole discretion of the State.

A. Minimum Requirements

1. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).

5. (Any other minimum criteria required)

B. General Evaluation Requirements [Use one or more of the subsections below

1. Experience and Reputation

2. Expertise (for the particular project under consideration)

3. Capacity to meet requirements (size, financial condition, etc.)

4. Location (geographical)

5. Demonstrated ability

6. Familiarity with public work and its requirements

7. Distribution of work to individuals and firms or economic considerations

8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

ENTER AGENCY POC

ADDRESS

EMAIL

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

The Proposal Evaluation Team reserves the right to refuse to consider any proposal from a vendor who:

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with _____ paper copies and _____ electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM (Local Time) on Enter Deadline for Receipt for Proposals Due Date. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

ENTER AGENCY POC

ENTER AGENCY NAME

ADDRESS

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. ENTER CONTRACT NUMBER” on the outside of the bid submission package.

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

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through [enter date]. The State of Delaware reserves the right to ask for an extension of time if needed.

[Agencies shall enter a proposal expiration date that allows for lengthy contract negotiations, should they be necessary. A date, at a minimum, not less than one year ahead, is NOT unreasonable, and should be considered.]

6. Late Proposals

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

7. Proposal Opening

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

[Agencies shall select Option 1 or Option 2, and then remove other option from the bid solicitation.]

Option 1: 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. OR Option 2: The Agency will conduct a public opening of proposals and complete a public log 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.

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

It is the expectation of the State of Delaware that vendors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

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

11. Confidentiality of Documents

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the 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 to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

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

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State 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.

12. Price Not Confidential

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

13. Multi-Vendor Solutions (Joint Ventures)

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the “prime contractor”. The “prime contractor” must be the joint venture’s contact point for the State of Delaware and be responsible for the joint venture’s performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The prime vendor shall be wholly responsible for the entire contract

performance whether or not subcontractors are used. Any sub-contractors must be approved by State of Delaware.

c. Multiple Proposals

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

14. Sub-Contracting

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

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

15. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

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

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

16. State's Right to Reject Proposals

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

17. State's Right to Cancel Solicitation

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

18. State's Right to Award Multiple Source Contracting

Pursuant to 29 Del. C. § 6986, the State of Delaware may award a contract for a particular professional service to two or more vendors if the agency head makes a determination that such an award is in the best interest of the State of Delaware.

19. Potential Contract Overlap

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.

20. Notification of Withdrawal of Proposal

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by the State of Delaware prior to the proposal due date. Proposals may be re-submitted in accordance with the proposal due date in order to be considered further.

Proposals become the property of the State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

21. Revisions to the RFP

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

22. Exceptions to the RFP

Any exceptions to the RFP, or the State of Delaware's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware has the sole right to select the successful vendor(s) for award, to reject any proposal as unsatisfactory or non-responsive, to award a contract to other than the lowest priced proposal, to award multiple contracts, or not to award a contract, as a result of this RFP.

Notice in writing to a vendor of the acceptance of its proposal by the State of Delaware and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

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

The contract shall be awarded to the vendor whose proposal is most advantageous, taking into consideration the evaluation factors set forth in the RFP.

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

After a final selection is made, the winning vendor will be invited to negotiate a contract with the State of Delaware; remaining vendors will be notified in writing of their selection status.

25. 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.

C. RFP Evaluation Process

An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

The State of Delaware reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a

timely manner any and all information that the State of Delaware may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the _____, 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.

2. Proposal Selection Criteria

The Proposal Evaluation Team shall assign up to the maximum number of points for each Evaluation Item to each of the proposing vendor's proposals. All assignments of points shall be at the sole discretion of the Proposal Evaluation Team.

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 Del. C. §6986. Such selection will be based on the following criteria:
 - o (list criteria for multiple vendor award selection)

Criteria Weight

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

Criteria	Weight
----------	--------

The qualifications and experience of the persons to be assigned to the project.	20
---	----

Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.

20

Safety performance record, for staff and patrons, creating, building and running similar projects.

10

References 10

Potential income projection, substantiated by prior project management of similar scope and content. 10

Pricing 20

ACA Safe Harbor Additional Fee * 10

Total 100%

IDENTIFY EVALUATION CRITERIA ABOVE AND ENTER WEIGHT PERCENTAGES FOR EACH

*** FOR ANY CONTRACT INVOLVING TEMPORARY EMPLOYEE PLACEMENT OR THE HIRING OF CONTRACTORS THAT COULD BE CONSIDERED EMPLOYEES OF THE STATE (i.e. provided work space on state property and under the direct supervision of state employees), THE CONTRACTING AGENCY MUST**

- 1) REQUIRE VENDORS TO SUBMIT A SEPARATELY IDENTIFIED ACA Safe Harbor Additional Fee IN THE VENDOR'S PROPOSAL RESPONSE, AND**
- 2) THE VENDOR MUST CLEARLY IDENTIFY HOW THE ACA Safe Harbor Fee IS CHARGED (i.e. by frequency, including by invoice, by hour, by employee, etc.), AND**
- 3) THE ACA Safe Harbor Fee MUST REMAIN A COMPONENT OF THE SCORING CRITERIA AND MUST RECEIVE A LIFECYCLE COST ANALYSIS.**

To enable the State to claim ACA Safe Harbor, the fee must be separately disclosed, charged and paid by the using agency.

FOR ANY AND ALL QUESTIONS ABOUT APPLICABILITY TO A GIVEN CONTRACT AND/OR SOLICITATION, THE ORIGINATING AGENCY MUST PARTNER WITH THEIR HUMAN RESOURCES SECTION TO DETERMINE THE APPLICABILITY AND/OR REMOVAL OF THIS REQUIREMENT.

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

V. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. Cooperative Use of Award

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

3. As a Service Subscription

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

4. General Information

a. The term of the contract between the successful bidder and the State shall be for _____ year with _____ optional extensions for a period of one (1) year for each extension.

b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

c. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

d. The State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the

agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

g. 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.

5. Collusion or Fraud

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

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

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

6. Lobbying and Gratuities

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

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this RFP

without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

7. Solicitation of State Employees

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

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

8. General Contract Terms

a. Independent Contractors

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

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

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

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.

c. 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. 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.

d. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

e. Notice

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

ENTER AGENCY NAME

ADDRESS

CONTACT

f. Indemnification

1. General Indemnification

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

fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract.

2. Proprietary Rights Indemnification

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

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

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death,

which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.

i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

ii. Commercial General Liability

\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

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

i. Medical/Professional Liability

\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

ii. Miscellaneous Errors and Omissions

\$1,000,000.00 per occurrence/\$3,000,000 per aggregate

iii. Product Liability

\$1,000,000 per occurrence/\$3,000,000 aggregate

c. If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage.

i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.

ii. Automotive Property Damage (to others) - \$25,000

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

5. The State of Delaware shall not be named as an additional insured.

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

[Agency shall clearly identify minimum insurance requirements and which type in 3.b is required. Agencies are encouraged to partner with administrative team, legal counsel and/or Insurance Coverage Office for suitable insurance limits.]

h. Performance Requirements

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

i. BID BOND (MUST CHOOSE 1st or 2nd paragraph)

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of Enter Agency Name in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Enter Agency Name in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

OR

There is no Bid Bond Requirement.

j. PERFORMANCE BOND (MUST CHOOSE 1st or 2nd paragraph)

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Enter Agency Name with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 10 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

OR

There is no Performance Bond requirement.

k. 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.

l. Warranty

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

m. Costs and Payment Schedules

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

The State of Delaware will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. The State of Delaware may require holdback of contract monies until acceptable performance is demonstrated (as much as 25%).

n. Liquidated Damages

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

o. Dispute Resolution

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

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

p. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Enter Agency Name.

1. 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 twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under 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 no 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 effect 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.

2. 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 twenty (20) 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 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.

3. 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.

q. Non-discrimination

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

r. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

s. Vendor Activity

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

t. 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 6, and are subject the approval and acceptance of Enter Agency Name.

u. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

2. All of the equipment and services required hereunder shall be provided by or performed by the 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.

3. 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 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

v. 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.

w. 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.

x. Drug Testing Requirements for Large Public Works

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

y. Work Product

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

z. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the State of Delaware and the vendor.

aa. Applicable Law

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;

4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

bb. 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.

cc. 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.

dd. Scope of Agreement

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

thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

ee. 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.

ff. 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.

gg. Other General Conditions

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

5. Status Reporting – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. Assignment – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
9. Billing – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. Payment – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. Purchase Orders – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number ENTER CONTRACT NUMBER on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. Purchase Card – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. 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.
13. Additional Terms and Conditions – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

VI. RFP Miscellaneous Information

1. 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.

2. Definitions of Requirements

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

3. Production Environment Requirements

The State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months. Unreleased or beta test hardware, system software, or application software will not be acceptable.

VII. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report

- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Office of Supplier Diversity Application
- Attachment 10 – Performance Bond (Remove if Not Applicable)
- Attachment 11 – Bid Bond (Remove if Not Applicable)
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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IMPORTANT – PLEASE NOTE

- Attachments 2, 3, 4, and 5 must be included in your proposal
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to enter agency contact, with a copy going to the contract officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, 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.

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, 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 Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

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

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. ENTER CONTRACT NUMBER Contract Title: ENTER CONTRACT TITLE

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

1. We do not wish to participate in the proposal process.

2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

3. We do not feel we can be competitive.

4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

5. We do not wish to sell to the State. Our objections are:

6. We do not sell the items/services on which Proposals are requested.

7.
Other: _____

—

FIRM NAME SIGNATURE

We wish to remain on the Vendor's List for these goods or services.

We wish to be deleted from the Vendor's List for these goods or services.

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

Attachment 2

CONTRACT NO.: ENTER CONTRACT NUMBER

CONTRACT TITLE: Enter Contract Title

DEADLINE TO RESPOND: Enter Contract Due Date at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation submitted this date to the State of Delaware, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, 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, Enter Agency Name.

Corporation

Partnership

Individual

COMPANY NAME

_____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print)

SIGNATURE

TITLE

COMPANY ADDRESS

PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS _____

STATE OF DELAWARE

FEDERAL E.I. NUMBER
NUMBER _____

LICENSE

COMPANY CLASSIFICATIONS:

CERT. NO.: _____ 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 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 HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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

Notary Public

My commission expires

City of _____
of _____

County of _____

State _____

Attachment 3

Contract No. ENTER CONTRACT NUMBER

Contract Title: Enter Contract Title

EXCEPTION FORM

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

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

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

Proposed Alternative

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 4

Contract No. ENTER CONTRACT NUMBER

Contract Title: Enter Contract Title

CONFIDENTIAL INFORMATION FORM

By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.

Attachment 5

Contract No. ENTER CONTRACT NUMBER

Contract Title: Enter Contract Title

BUSINESS REFERENCES

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

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

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

1. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

2. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

3. Contact Name & Title:

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR

1. CONTRACT NO.

ENTER CONTRACT NUMBER 2. Proposing Vendor Name:

3. Mailing Address

4. SUBCONTRACTOR

a. NAME

4c. Company OSD Classification:

Certification Number: _____

b. Mailing Address:

4d. Women Business Enterprise	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4e. Minority Business Enterprise	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4f. Disadvantaged Business Enterprise	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4g. Veteran Owned Business Enterprise	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
4h. Service Disabled Veteran Owned Business Enterprise	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

5. DESCRIPTION OF WORK BY SUBCONTRACTOR

6a. NAME OF PERSON SIGNING

7. BY (Signature) 8. DATE SIGNED

6b. TITLE OF PERSON SIGNING

PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR

9a. NAME OF PERSON SIGNING

10. BY (Signature) 11. DATE SIGNED

9b. TITLE OF PERSON SIGNING

* Use a separate form for each subcontractor

Attachment 7

STATE OF DELAWARE

MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in EXCEL and sent as an attachment to enter agency email. It shall contain the six-digit department and organization code for each agency and school district.

Attachment 8

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

Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSCM/WBE Certifying Agency Veteran
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/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id
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Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

Attachment 9

State of Delaware

Office of Supplier Diversity

Certification Application

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service

Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)

100 Enterprise Place, Suite 4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: osd@state.de.us

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.

THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.

AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED

Attachment 10

PERFORMANCE BOND

Bond Number:

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal (“Principal”), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety (“Surety”), are held and firmly bound unto the _____ (“Owner”) (insert State agency name), in the amount of _____ (\$ _____), to be paid to Owner, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, who has been awarded by Owner that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse Owner sufficient funds to pay the costs of completing the Contract that Owner may sustain by reason of any failure or default on the part of Principal, and shall also indemnify and save harmless Owner from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as

provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by Owner, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause Principal fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and Surety hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to Surety as though done or omitted to be done by or in relation to Principal.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of Surety and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to Surety or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name:

Witness or Attest:

Address:

Name:

Signature:

Title:

Title:

Date:

Date:

(Corporate Seal)

SURETY

Name:

Witness or Attest:

Address:

Name:

Signature:

Title:

Title:

Date:

Date:

(Corporate Seal)

Attachment 11

Bid Bond

(Please select) BOND HAS BEEN WAIVED or BOND HAS NOT BEEN WAIVED

(Amend percentage as appropriate) 10% BOND TO ACCOMPANY PROPOSAL

(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____
 _____ of _____ of the County of
 _____ and State of _____ principal, and _____
 of _____ of the County of _____ and the State of
 _____ as surety, legally authorized to do business in the State of Delaware,
 are held and firmly bound unto the State of Delaware in the sum of _____ Dollars or
 _____ per cent (not to exceed _____ Dollars) of amount bid on Contract No.
 _____ to be paid to said State of Delaware for the use and benefit of the
 _____ of said State, for which payment well

(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors, administrators, and successors, jointly and severally for and in the whole, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden principal _____ who has submitted to said Agency of the State of Delaware, a certain proposal to enter into a certain contract to be known as Contract No. _____, for the furnishing of certain products and/or services within the said State of Delaware shall be awarded said Contract No. _____, and if said _____ shall well and truly enter into and execute said Contract No. _____ and furnish therewith such surety bond as may be required by the terms of said contract and approved by said Agency, said contract and said bond to be entered into within twenty days after the date of official notice of the award thereof in accordance with the terms of said proposal, then this obligation to be void or else to be and remain in full force and virtue.

Sealed with _____ seal and dated this _____ day of _____ in the year of our Lord two thousand and _____ (20 _____).

SEALED AND DELIVERED IN THE

Presence Of _____ (Seal)
Name of Bidder (Principal)

Witness

_____ BY _____
(Seal)

Corporate

Seal

Title

_____ BY

_____ (Seal)

Name of Surety

(Seal)

Title

AGENCIES MAY ELECT TO UTILIZE THIS FORM TO ENSURE PROPOSAL CONSISTENCY BETWEEN VENDORS. THIS FORM IS NOT A REQUIREMENT.

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation

4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked “ORIGINAL”, MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK . All other copies may have reproduced or copied signatures – Form must be included.

5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.

6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

9. One (1) complete OSD application (See link on Attachment 9) – 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 provide proposal packages in the following formats:

1. Enter number of copies (i.e. Six (6)) paper copies of the vendor proposal paperwork. One (1) paper copy must be an original copy, marked “ORIGINAL” on the cover, and contain original signatures.

2. Enter number of copies (i.e. One (1)) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

ⁱ **Consolidation Committee.** The Consolidation committee consists of the panel leads, the Board Chair, The Board Vice Chair, the Chairman of the Proposal Review and Certification Committee, the Delaware Secretary of Labor (if they are not already on a panel), and The DWDB Executive Director.