

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
ADULT EDUCATION SERVICES
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER DOE 2018-17**

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I. Overview

The State of Delaware Department of Education, 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: February 1, 2018
Optional Pre-Bid Meeting	Date: February 8, 2018 at 9:00 AM (Local Time)
Deadline for Questions	Date: February 15, 2018
Response to Questions Posted by:	Date: February 21, 2018
Deadline for Receipt of Proposals	Date: March 7, 2018 at 1:00 PM (Local Time)
Estimated Notification of Award	Date: May 2018

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).

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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.

OPTIONAL PREBID MEETING

An optional pre-bid meeting is scheduled for this Request for Proposal. This optional meeting will take place on February 8, 2018 at 9:00am at the Massey Train Station, 516 Loockerman Street, Dover, DE 19904

II. Scope of Services

The services being requested will provide support to the Adult and Prison Education Programs statewide funded by the Department of Education. The scope of services is outlined in Appendix B (2018 Subgrant Application) which is attached to this RFP.

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 be
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).

B. General Evaluation Requirements

Evaluation requirements are included in Attachment 9 and Appendix B (2018 Subgrant Application) attached to this RFP.

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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 DDOE website at <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home> and 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.

Meaghan Brennan
401 Federal Street, Ste. 2
Dover, DE 19901
Email: Meaghan.Brennan@doe.k12.de.us

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

5. Consultants and Legal Counsel

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

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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 **four** paper copies and **one** electronic copy on a USB memory drive.

Proposals submitted in response to this RFP should be prepared and submitted in accordance with the following guidelines:

- Narrative limited to 30 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font in Arial or Times New Roman;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;

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- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting written application).

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 March 7, 2018**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Meaghan Brennan
DE Department of Education, Finance Office
401 Federal Street, Ste. 2
Dover, DE 19901

Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. 2018-17” 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 one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

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

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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.

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

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

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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

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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.

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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 **February 15, 2018**. All questions should be posted on DDOE's website at: <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home>. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by the date of **February 21, 2018**. 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 USB Memory 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.

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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 DDOE's website <https://www.doe.k12.de.us/domain/95> and 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. Award of Contract

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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.

b. 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

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Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, 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](#).

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 are outlined in Appendix B (2018 Subgrant application) which is attached to this RFP.

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

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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

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- a. The term of the contract between the successful bidder and the State shall be for **one** year with **three** 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

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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.

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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

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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:

**Meaghan Brennan
Education Associate, Financial Reporting and Contracting
Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901**

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

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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.

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- 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, BUT must be named as a Certificate Holder.
 - 6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.
- 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**
- There is no Bid Bond Requirement.
- j. PERFORMANCE BOND**
- 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

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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.

I. 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

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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 Delaware Department of Education.

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,

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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 5, 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.

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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 5 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 5 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.

Pursuant to 31 Del. C. §309, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

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

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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.

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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. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <http://state.extranet.dti.state.de.us/documents/SystemArchitectureStandard.pdf>. In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

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ee. Accessibility Standards

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with the Department's [published accessibility standards](#).

ff. 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.

gg. 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.

hh. Audit Access to Records

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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.

ii. 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

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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 **DOE 2018-10** 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:

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- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Subcontractor Information Form
- Attachment 6 – Subcontracting (2nd Tier Spend) Report
- Attachment 7 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 8 – Delaware Department of Education Standard Contract Template
- Attachment 9 – Adult Education Services/Adult Basic Education Evaluation Rubric
- Attachment 10 – Adult Education Services/English Literacy and Civics Education Evaluation Rubric
- Attachment 11 – DE Department of Education Subgrant Application Form
- Attachment 12 – DE Department of Education Federal Funds Budget Form
- Attachment 13 – DE Department of Education Federal Budget Summary Form
- Attachment 14 – General Assurances
- Attachment 15 – Non Construction Program Assurance
- Attachment 16 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions
- Attachment 17 – Certification Regarding Lobbying Form – Must include “Regarding Certification” Form. If Lobbying Activities exist, must also include Standard Form-LLL.
- Attachment 18 – Key Definitions
- Attachment 19 – National Reporting System Performance Outcomes
- Appendix A – Minimum Response Requirements
- Appendix B – Adult Education Services/ Adult Basic Education Subgrant Application
- Appendix C – Adult Education Services/Integrated English Literacy and Civics Education Subgrant Application

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 11,12,13,14,15,16 and 17 must be included in your proposal**
- **If your organization is applying for Adult Education Services/Adult Basic Education, Appendix B must be included and/or**
- **If your organization is applying for Integrated English Literacy and Civics Education, Appendix C must be included**
- Attachment 5 must be included in your proposal if subcontractors will be involved
- Attachment 6 represents required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

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 6.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@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.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE 2018-17

Contract Title: **Adult Education Services**

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.: DOE 2018-17

CONTRACT TITLE: Adult Education Services

DEADLINE TO RESPOND: March 7, 2018 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, Department of Education

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.

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) _____

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

SIGNATURE _____

TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____

STATE OF DELAWARE

LICENSE NUMBER _____

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 _____ County of _____ State of _____

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Attachment 4

Contract No. **DOE 2018-17**
Contract Title: **Adult Education Services**

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.

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Attachment 5

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. <u>DOE 2018-17</u>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	<div style="display: flex; justify-content: space-between;"> <div> 4d. Women Business Enterprise 4e. Minority Business Enterprise 4f. Disadvantaged Business Enterprise 4g. Veteran Owned Business Enterprise 4h. Service Disabled Veteran Owned Business Enterprise </div> <div> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

*** Use a separate form for each subcontractor**

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Attachment 6

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 UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id

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

**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 disabled veterans. Any one or all of these categories may apply to a 51% owner.



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**

Delaware Department of Education Contract

RFP# DOE 2018-17

Contract Title: Adult Education Services

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on ____, **20**__, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and VENDOR, (Vendor).

WHEREAS, DDOE desires to obtain certain services to_____; and

WHEREAS, **Vendor** desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and **Vendor** represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and **Vendor** agree as follows:

1. Services.

1.1 **Vendor** shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.

1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix; and (c) **Vendor's** response to the request for proposals, attached hereto as Appendix ___. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by **Vendor** shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify **Vendor**, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall state whether the change shall cause an alteration in the price or the time required by **Vendor** for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 **Vendor** will not be required to make changes to its scope of work that result in **Vendor's** costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

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2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through _____, 20_____.

2.2 DDOE will pay **Vendor** for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix ____.

2.3 DDOE's obligation to pay **Vendor** for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$_____. It is expressly understood that the work defined in the appendices to this Agreement must be completed by **Vendor** and it shall be **Vendor's** responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to \$_____.

2.4 **Vendor** shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide **Vendor** a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle **Vendor** to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to **Vendor**.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by **Vendor**. If an Appendix specifically provides for expense reimbursement, **Vendor** shall be reimbursed only for reasonable expenses incurred by **Vendor** in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

2.7 DDOE shall subtract from any payment made to **Vendor** all damages, costs and expenses caused by **Vendor's** negligence, resulting from or arising out of errors or omissions in **Vendor's** work products, which have not been previously paid to **Vendor**.

2.8 Invoices shall be submitted to:

3. Responsibilities of Vendor.

3.1 **Vendor** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by **Vendor**, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, **Vendor** shall follow practices consistent with generally accepted professional and technical standards. **Vendor** shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, **Vendor** shall, at its expense and

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option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. **Vendor** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Vendor's** failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of the DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless vendor has an exception in writing. Reviewable issues are permitted. Vendor may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of the vendor to remediate.

3.3 It shall be the duty of the **Vendor** to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. **Vendor** will not produce a work product that violates or infringes on any copyright or patent rights. **Vendor** shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.4 Permitted or required approval by DDOE of any products or services furnished by **Vendor** shall not in any way relieve **Vendor** of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of **Vendor's** services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and **Vendor** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Vendor's** performance or failure to perform under this Agreement.

3.5 **Vendor** shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by **Vendor's** associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
---------	------	-------	--------------------------

3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, **Vendor** will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If **Vendor** fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of **Vendor** is unsuitable to DDOE for good cause, **Vendor** shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

3.7 **Vendor** shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.8 **Vendor** agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.

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3.9 **Vendor** has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.

3.10 **Vendor** will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

3.11 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.12 Fair Background Check Practices - Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 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.

However, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

4. **Time Schedule.**

4.1 A project schedule is included in Appendix.

4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.

4.3 In the event that **Vendor** fails to complete the project or any phase thereof within the time specified in the Contract, or with such additional time as may be granted in writing by DDOE, or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Agreement or any extensions thereof, DDOE shall suspend the payments scheduled as set forth in Appendix.

5. **State Responsibilities.**

5.1 In connection with **Vendor's** provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 DDOE agrees that its officers and employees will cooperate with **Vendor** in the performance of services under this Agreement and will be available for consultation with **Vendor** at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by **Vendor** under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform **Vendor** by written notice before the effective date of each such delegation.

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5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to **Vendor**. It is understood that DDOE's representatives' review comments do not relieve **Vendor** from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by **Vendor** as it may request, any data which DDOE has available, including as examples only and not as a limitation:

- a. Copies of reports, surveys, records, and other pertinent documents;
- b. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

Vendor shall return any original data provided by DDOE.

5.6 DDOE shall assist **Vendor** in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 **Vendor** will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.

5.8 DDOE agrees not to use **Vendor's** name, either express or implied, in any of its advertising or sales materials. **Vendor** reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. **Work Product.**

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by **Vendor** for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. **Vendor** shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 **Vendor** retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which **Vendor** retains title, whether individually by **Vendor** or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall **Vendor** be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, **Vendor** shall be free to use its general knowledge, skills and experience, and any ideas, concepts,

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know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by **Vendor** prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of **Vendor** even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE's rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001, et seq., the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 **Vendor** warrants that its services will be performed in a good and workmanlike manner. **Vendor** agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by **Vendor** for DDOE in connection with the provision of the Services, **Vendor** shall pass through or assign to DDOE the rights **Vendor** obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

9.1 **Vendor** shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the **Vendor**, its agents or employees, or (B) **Vendor's** breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) **Vendor** shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) **Vendor** shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies **Vendor** in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, **Vendor** will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. **Vendor** will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by **Vendor**; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by **Vendor**; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in **Vendor's** opinion is likely to be, held to be infringing, **Vendor** shall at its expense and option either (a) procure the right for DDOE to

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continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and **Vendor's** entire liability with respect to infringement.

9.3 DDOE agrees that **Vendor's** total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or **Vendor** negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to **Vendor**.

In no event shall **Vendor** be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if **Vendor** has been advised of the likelihood of such damages.

10. Employees.

10.1 **Vendor** has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by **Vendor** in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of **Vendor** who will be assigned to this project.

11. Independent Contractor.

11.1 It is understood that in the performance of the services herein provided for, **Vendor** shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. **Vendor** shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

11.2 **Vendor** acknowledges that **Vendor** and any subcontractors, agents or employees employed by **Vendor** shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

11.3 **Vendor** shall be responsible for providing liability insurance for its personnel.

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11.4 As an independent contractor, **Vendor** has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

12. Suspension.

12.1 DDOE may suspend performance by **Vendor** under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to **Vendor** at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay **Vendor** its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. **Vendor** shall not perform further work under this Agreement after the effective date of suspension. **Vendor** shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by **Vendor** for any cause other than the error or omission of the **Vendor**, for an aggregate period in excess of 30 days, **Vendor** shall be entitled to an equitable adjustment of the compensation payable to **Vendor** under this Agreement to reimburse **Vendor** for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

13. Termination.

13.1 This Agreement may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Agreement through no fault of the terminating party; but only after the other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after **Vendor** is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

13.3 If termination for default is effected by DDOE, DDOE will pay **Vendor** that portion of the compensation which has been earned as of the effective date of termination but:

- a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
- b. Any payment due to **Vendor** at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of **Vendor's** default.
- c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event **Vendor** shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of **Vendor** assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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13.4 If after termination for failure of **Vendor** to fulfill contractual obligations it is determined that **Vendor** has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.

13.5 The rights and remedies of DDOE and **Vendor** provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.

13.6 Gratuities.

13.6.1 DDOE may, by written notice to **Vendor**, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by **Vendor** or any agent or representative of **Vendor** to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against **Vendor** it could pursue in the event of a breach of this Agreement by **Vendor**.

13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

14. 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.

15. Assignment; Subcontracts.

15.1 Any attempt by **Vendor** to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.

15.2 Services specified by this Agreement shall not be subcontracted by **Vendor**, without prior written approval of DDOE.

15.3 Approval by DDOE of **Vendor's** request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve **Vendor** of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

15.4 **Vendor** shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by **Vendor**, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of **Vendor's** request to subcontract.

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16. Force Majeure.

Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this 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.

17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

18. State of Delaware Business License.

Vendor and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement between DDOE and **Vendor** with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.2 If the scope of any provision of this Agreement is 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 Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

19.3 **Vendor** may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, **Vendor** shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. **Vendor** shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

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20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

20.4 **Vendor** covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **Vendor** further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

20.5 **Vendor** acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. **Vendor** recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare **Vendor** in breach of the Agreement, terminate the Agreement, and designate **Vendor** as non-responsible.

20.6 **Vendor** warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract 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.

20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.

20.8 **Vendor** shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit **Vendor's** performance and records pertaining to this Agreement at the **Vendor** business office during normal business hours.

21. Insurance.

21.1 **Vendor** shall maintain the following insurance during the term of this Agreement:

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or

STATE OF DELAWARE
Department of Education

- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

21.2. **Vendor** shall provide forty-five (45) days written notice of cancellation or material change of any policies.

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

Delaware Department of Education
401 Federal Street, Suite 2
Dover, DE 19901

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

22. Assignment of Antitrust Claims.

As consideration for the award and execution of this contract by the State, **Vendor** hereby grants, conveys, sells, assigns, and transfers to DDOE 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, relating to the particular goods or services purchased or acquired by the State pursuant to this contract.

23. Surviving Clauses

The following clauses survive the termination of this Contract: Section 9.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. **Vendor** consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: **Vendor,**

DDOE: Karen Field Rogers
Associate Secretary, Financial Management and
Operations
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2

STATE OF DELAWARE
Department of Education

Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

Vendor

Delaware Department of Education

(Official of Vendor)
Project Manager

Karen Field Rogers, (or Designee) Date
Associate Secretary,
Financial Management and Operations

Date

Initial Finance Director

(Official of Vendor)
Principal Investigator

Branch Associate Secretary Date

Date

Date

Initial Work Group
Director

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Attachment 9

Grant Title: Adult Education Services/Adult Basic Education

Evaluation Rubric

Using the following rubric, reviewers will assign numerical scores and prepare comments. The review team will meet to determine consensus.

Plan Criteria	Meets All Criteria	Meets Some Criteria	Meets Few or No Criteria
Alignment with Delaware Workforce Development Plan	Applicant demonstrated a thorough knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated a partial knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated an inadequate knowledge of the plan and how the proposed project supported the plan.
Score 5	5-4	3-2	1-0
Alignment with Title II of WIOA	Applicant demonstrated a thorough knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated a partial knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated an inadequate knowledge of the plan and how the proposed project supported the plan.
Score 5	5-4	3-2	1-0
Service Provision Areas	Applicant provided a clear and complete justification for service needs in the areas designated in the application.	Applicant provided a partial justification for service needs in the areas designated in the application.	Applicant provided an inadequate justification for service needs in the areas designated in the application.
Score 5	5-4	3-2	1-0
Ability to Serve Populations with Barriers to Employment, Including Those with Disabilities	Applicant demonstrated previous success in working with this population including those with disabilities and provided a clear plan for delivering services.	Applicant demonstrated previous history in working with this population including those with disabilities and provided an adequate plan for delivering services.	Applicant demonstrated little or no history in providing services to this population including those with disabilities and provided an inadequate delivery plan for delivering services.
Score 5	5-4	3-2	1-0
Past Effectiveness	Applicant provided evidence of successful aligned service delivery in the past and experience with management information systems.	Applicant provided partial evidence of successful aligned service delivery in the past and some experience with management information systems.	Applicant provided little/no evidence of aligned service delivery in the past and little/no experience with management information systems.

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Score 10	10-8	7-5	4-0
Collaboration with One Stop and Community Partners	Applicant provided numerous examples of successful collaboration with both community and One Stop partners.	Applicant provided some examples of successful collaboration with community or One Stop partners.	Applicant provided little/no example of collaborations with community or One Stop partners.
Score 5	5-4	3-2	1-0
Program Quality ABE	Applicant demonstrated a thorough knowledge of effective adult education.	Applicant demonstrated an adequate knowledge of effective adult education.	Applicant demonstrated little/no knowledge of effective adult education.
Score 10	10-8	7-5	4-0
Program Quality ELA	Applicant demonstrated a thorough knowledge of effective ELA instruction.	Applicant demonstrated an adequate knowledge of effective ELA instruction.	Applicant demonstrated little/no knowledge of effective ELA instruction.
Score 10	10-8	7-5	4-0
Program Capacity to Use Technology to Promote Student Progress	Applicant developed a well thought out and realistic plan to use technology.	Applicant developed an adequate plan to use technology.	Applicant developed an inadequate plan to use technology.
Score 10	10-8	7-5	4-0
Contextualized Learning ABE	Applicant developed a well thought out plan for delivery of contextualized learning to ABE students.	Applicant developed an adequate plan for delivery of contextualized learning to ABE students	Applicant developed an inadequate plan for delivery of contextualized learning to ABE students.
Score 10	10-8	7-5	4-0
Contextualized Learning ELA	Applicant developed a well thought out plan for delivery of contextualized learning to ELA students.	Applicant developed an adequate plan for delivery of contextualized learning to ABE students	Applicant developed an inadequate plan for delivery of contextualized learning to ABE students
Score 10	10-8	7-5	4-0
High Quality Adult Education Staff	Applicant developed a hiring plan that met project criteria.	Applicant developed a hiring plan that partially met criteria.	Applicant developed a hiring plan that did not meet criteria.
Score 10	10-8	7-5	4-0
Support Services	Applicant developed a well thought out plan for delivering support services.	Applicant developed an adequate plan for delivering support services.	Applicant developed an inadequate plan for delivery support services.
Score 10	10-8	7-5	4-0

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Provision of Services to Incarcerated Students	Applicant developed a well thought out and realistic plan for delivering instructional services to incarcerated students.	Applicant developed an adequate plan for delivering instructional services to incarcerated students.	Applicant developed an inadequate plan for delivering instructional services to incarcerated students
Score 10	10-8	7-5	4-0
Projections for Adult Education Performance Indicators	Applicant met or increased all performance indicators targets.	Applicant partially met all performance indicators targets.	Applicant didn't respond to all performance indicators targets
Score 5	5-4	3-2	1-0
Intensity of Service	Applicant developed a well thought out and accessible service schedule for delivering services that meet performance targets.	Applicant developed an adequate and accessible service schedule for delivering services that meet performance targets.	Applicant developed an inadequate service schedule for delivering services that meet performance targets.
Score 10	10-8	7-5	4-0
Enrollment Projections	Applicant's plan is efficient and cost effective based on number of student proposed, budget and services proposed.	Applicant planned to serve a sufficient number of students based on budget and services proposed.	Applicant planned to serve an insufficient number of students based on budget and services proposed.
Score 5	5-4	3-2	1-0
Budget Forms and Justification	Budget is clear, reasonable and cost effective. Budget narrative itemizes expenses in detail. Budget calculations are correct.	Budget is reasonable and cost effective. Budget narrative identifies expenses and provides general explanation. Budget contains a few errors.	Budget is not clear, reasonable and/or cost effective. Budget narrative does not provide detailed explanation of expenditures. Budget contains errors and/or is completed incorrectly.
Score 15	15-11	10-6	5-0
TOTAL SCORE:			

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Adult Education Services/Adult Basic Education
2018-2019 Subgrant Evaluation Rubric Scoring Sheet

Application # _____ Requested Funding: \$ _____
Applicant Name: _____

If any of the sections below are missing, the application will not be reviewed.

Scoring Chart		
Project Section	Maximum Points	Reviewer Score
Program Alignment with DE Workforce Development Plan		
Program Alignment with WIOA Title II		
Service Provisions Areas		
Ability to Service Populations with Barriers to Employment		
Past Effectiveness		
Collaboration with One Stop and Community Partners		
Program Quality (ABE)		
Program Quality (ELA)		
Program Capacity to Use Technology		
Contextualized Learning (ABE)		
Contextualized Learning (ELA)		
High Quality Adult Education Staff		
Support Services		
Provision of Services to Incarcerated Learners		
Projections for Adult Education Performance Indicators		
Intensity of Services		
Enrollment Projections		
Budget Forms and Budget Justification		
Total		

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Attachment 10

Grant Title: Adult Basic Education Services/Integrated English Literacy and Civics Education

Evaluation Rubric

Using the following rubric, reviewers will assign numerical scores and prepare comments. The review team will meet to determine consensus.

Plan Criteria	Meets All Criteria	Meets Some Criteria	Meets Few or No Criteria
Alignment with Delaware Workforce Development Plan	Applicant demonstrated a thorough knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated a partial knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated an inadequate knowledge of the plan and how the proposed project supported the plan.
Score 5	5-4	3-2	1-0
Alignment with Section 243 of WIOA	Applicant demonstrated a thorough knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated a partial knowledge of the plan and how the proposed project supported the plan.	Applicant demonstrated an inadequate knowledge of the plan and how the proposed project supported the plan.
Score 5	5-4	3-2	1-0
Service Provision Areas	Applicant provided a clear and complete justification for service needs in the areas designated in the application.	Applicant provided a partial justification for service needs in the areas designated in the application.	Applicant provided an inadequate justification for service needs in the areas designated in the application.
Score 5	5-4	3-2	1-0
Past Effectiveness	Applicant provided evidence of successful aligned service delivery in the past and experience with management information systems.	Applicant provided partial evidence of successful aligned service delivery in the past and some experience with management information systems.	Applicant provided little/no evidence of aligned service delivery in the past and little/no experience with management information systems.
Score 10	10-8	7-5	4-0
Collaboration with One Stop and Community Partners	Applicant provided numerous examples of successful collaboration with both community and One Stop partners.	Applicant provided some examples of successful collaboration with community or One Stop partners.	Applicant provided little/no example of collaborations with community or One Stop partners.
Score 5	5-4	3-2	1-0
Program Quality	Applicant demonstrated a thorough knowledge of effective ELA and vocational instruction for adults.	Applicant demonstrated an adequate knowledge of effective ELA and vocational instruction for adults.	Applicant demonstrated little/no knowledge of effective ELA and vocational instruction for adults.

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Score 10	10-8	7-5	4-0
Intensity of Service	Applicant developed a well thought out and accessible service schedule for delivering services that meet performance targets.	Applicant developed an adequate and accessible service schedule for delivering services that meet performance targets	Applicant developed an in adequate service schedule for delivering services that meet performance targets.
Score 10	10-8	7-5	4-0
Program Capacity to Use Technology to Promote Student Progress	Applicant developed a well thought out and realistic plan to use technology.	Applicant developed an adequate plan to use technology.	Applicant developed an inadequate plan to use technology.
Score 10	10-8	7-5	4-0
High Quality Adult Education Staff	Applicant developed a hiring plan the met project criteria.	Applicant developed a hiring plan that partially met criteria.	Applicant developed a hiring plan that did not meet criteria.
Score 10	10-8	7-5	4-0
Support Services	Applicant developed a well thought out plan for delivering support services.	Applicant developed an adequate plan for delivering support services.	Applicant developed an inadequate plan for delivery support services.
Score 10	10-8	7-5	4-0
Projections for Adult Education Performance Indicators	Applicant met or increased all performance indicators targets.	Applicant partially met all performance indicators targets.	Applicant didn't respond to all performance indicators targets
Score 5	5-4	3-2	1-0
Enrollment Projections	Applicant's plan is efficient and cost effective based on number of student proposed, budget and services proposed.	Applicant planned to serve a sufficient number of students based on budget and services proposed.	Applicant planned to serve an insufficient number of students based on budget and services proposed.
Score 5	5-4	3-2	1-0
Budget Forms and Justification	Budget is clear, reasonable and cost effective. Budget narrative itemizes expenses in detail. Budget calculations are correct.	Budget is reasonable and cost effective. Budget narrative identifies expenses and provides general explanation. Budget contains a few errors.	Budget is not clear, reasonable and/or cost effective. Budget narrative does not provide detailed explanation of expenditures. Budget contains errors and/or is completed incorrectly.
Score 15	15-11	10-6	5-0
TOTAL SCORE:			

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Adult Education Services/ English Literacy and Civics Education
2018-2019 Subgrant Evaluation Rubric Scoring Sheet

Application # _____ Requested Funding: \$ _____

Applicant Name: _____

If any of the sections below are missing, the application will not be reviewed.

Scoring Chart		
Project Section	Maximum Points	Reviewer Score
Alignment with DE Workforce Development Plan		
Alignment with Section 243 of WIOA		
Service Provisions Areas		
Past Effectiveness		
Collaboration with One Stop and Community Partners		
Program Quality		
Intensity of Services		
Program Capacity to Use Technology		
High Quality Adult Education Staff		
Support Services		
Projections for Adult Education Performance Indicators		
Enrollment Projections		
Budget Forms and Budget Justification		
Total		

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Attachment 11

State Delaware Department of Education
Subgrant Application

LEA/Agency/Organization Information

Name: _____ Date: _____

Address 1: _____
Street Address P.O. Box

Address 2: _____
City State Zip Code

DUNS #: _____

DEPT ID: _____

Amount of Funding Requested: _____ Total Cost of Project: _____

Coordinator's Name: _____ Email: _____ Telephone: _____

Proposed Sub-Grant Project Title: _____

Description of Project:

Objectives and Goals of the Project (How will this sub-grant strengthen organization, make improvement, or achieve success?):

Specific Activities (Include information about service delivery and timeline):

Signature of Chief School Officer/Agency Head: _____

Printed Name: _____ Date: _____

Signature of Business Manager: _____

Printed Name: _____ Date: _____

4/5/2016

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Attachment 12



State of Delaware
Department of Education
Federal Funds Budget Form

Federal Grant: _____ LEA/Agency: _____
Project Title: _____
Project Start Date: _____ Project End Date: _____

Expense Types and Account Codes: Salaries (5100) and Other Employee Costs (5120)						
Employee's Name	Title	FTE Percentage		Federal Funds Requested	Matching Funds	Total Funds
<u>PROFESSIONAL:</u>						\$0.00
				Subtotal	\$0.00	\$0.00
<u>SUBSTITUTES:</u>						\$0.00
						\$0.00
				Subtotal	\$0.00	\$0.00
<u>SUPPORT STAFF:</u>						\$0.00
						\$0.00
				Subtotal	\$0.00	\$0.00
<u>STUDENTS:</u>						\$0.00
						\$0.00

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			Subtotal	\$0.00	\$0.00	\$0.00
<u>TOTAL SALARIES:</u>				\$0.00	\$0.00	\$0.00
<u>OTHER EMPLOYEE COSTS:</u>						
FICA	6.20%			\$0.00	\$0.00	\$0.00
Medicaid	1.45%			\$0.00	\$0.00	\$0.00
Pension	21.77%			\$0.00	\$0.00	\$0.00
Workman's Comp	1.45%			\$0.00	\$0.00	\$0.00
Unemployment Insurance	0.11%			\$0.00	\$0.00	\$0.00
	<u>30.98%</u>					
	<u>Estimate</u>					
Health Insurance/Other Non-taxed Benefits	\$			\$0.00	\$0.00	\$0.00
			Subtotal	\$0.00	\$0.00	\$0.00
TOTAL SALARY & EMPLOYEE COSTS				\$0.00	\$0.00	\$0.00

Expense Types and Account Codes: Travel (5400)					
Destination	Purpose	# of Travelers	Federal Funds Requested	Matching Funds	Total Funds
					\$0.00
					\$0.00
					\$0.00
TOTAL TRAVEL COSTS			\$0.00	\$0.00	\$0.00

Expense Types and Account Codes: Contractual Services (5500)					
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STATE OF DELAWARE
Department of Education

Vendor Name	Service Provided	Federal Funds Requested	Matching Funds	Total Funds
				\$0.00
				\$0.00
				\$0.00
TOTAL CONTRACTUAL SERVICES COSTS		\$0.00	\$0.00	\$0.00

Expense Types and Account Codes: Indirect Cost (5560)				
Total Direct Cost	Approved Indirect Cost Rate for grant period	Federal Funds Requested	Matching Funds	Total Funds
\$0.00		\$0.00	N/A	\$0.00
TOTAL INDIRECT COSTS		\$0.00		\$0.00

Expense Types and Account Codes: Supplies and Materials (5600)					
Item Description	Quantity	Unit Price	Federal Funds Requested	Matching Funds	Total Funds
					\$0.00
					\$0.00
					\$0.00
TOTAL SUPPLIES AND MATERIALS COSTS			\$0.00	\$0.00	\$0.00

Expense Types and Account Codes: Capital Outlay (5700)					
Item Description	Quantity	Unit Price			Total Funds

STATE OF DELAWARE
Department of Education

			Federal Funds Requested	Matching Funds	
<u>Replacement Equipment</u>					\$0.00
<u>New Equipment</u>					\$0.00
TOTAL SUPPLIES AND MATERIALS COSTS			\$0.00	\$0.00	\$0.00

GRAND TOTAL	Federal Funds Requested	Matching Funds	Total Funds
	\$0.00	\$0.00	\$0.00

PLEASE ENSURE THAT ALL TOTALS ARE ACCURATE ONCE COMPLETED!!

The excel workbook version of this file is available on the Bid Solicitation Website.

STATE OF DELAWARE
Department of Education

Attachment 13



State of Delaware
Department of Education

Budget Summary of Federal Funds

LEA/Agency Name: _____

Federal Grant Title: _____

Project Title: _____

	Account Code	5100	5120	5400	5500	5560	5600	5700	Total
	Account Code Name	Salaries	OEC's	Travel	Contracted Services	Indirect	Supplies & Materials	Capital Outlay	Budget
ACTIVITY									
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Budget	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Completed by: _____ Date: _____

Chief Financial Officer or Business Manager: _____ Date: _____

**The excel workbook version of this file is available on the Bid Solicitation Website.*

GENERAL ASSURANCES

By receiving funds under this grant award, the grantee agrees to comply with State Law, Delaware Department of Education (DDOE) Policy and the following terms and conditions:

1. Programs and projects funded in total or in part through this grant will operate in compliance with State and federal laws and regulations, including but not limited to the 1964 Civil Rights Act and amendments, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR), the General Education Provisions Act (GEPA), the Americans with Disabilities Act, and the Workforce Innovation Opportunity Act (WIOA).
2. The Delaware Department of Education may, as it deems necessary, supervise, evaluate, and provide guidance and direction to grantee in the conduct of activities performed under this grant. However, failures of DDOE to supervise, evaluate, or provide guidance and direction shall not relieve grantee of any liability for failure to comply with the terms of the grant award.
3. Grantee shall establish and maintain fiscal control and fund accounting procedures, as set forth in Super Circular 2CFR Part 200 – Uniform Administrative Requirements and in as applicable to State law and regulation.
4. The management plan, objectives, costs, and projected outcomes in this proposal reflect the scope of this program upon which funding is based. No changes to the proposal can be made without approval from the DDOE.
5. Grantee shall adhere to DDOE reporting requirements, including submission of financial and programmatic reports.
6. Entities expending \$750,000 or more federal funds need to have an annual financial and compliance audit in accordance with OMB Circular A-133.
7. Grantee shall retain all records of its financial transactions and accounts relating to this grant for a period of **five** years, or longer if required by federal regulation, after termination of the grant agreement. Such records shall be made available for inspection and audit by the DDOE program manager and other authorized representatives.
8. Grantee must receive prior written approval from the DDOE Adult and Prison Education Resources Workgroup Director before implementing any programmatic changes with respect to the purposes for which the grant was awarded.
9. Grantee must receive prior written approval from the DDOE Adult and Prison Education Resources Workgroup Director for any budgetary realignment of \$1,000 or 10% of total object, program, or category of expenditure, whichever is greater. Grantee must support the request with reason for change. Budget alignments must be submitted at least 45 days prior to the end of the grant period.
10. Grantee shall repay any funds which have been finally determined through federal or state audit resolution process to have been misspent, misapplied, or otherwise not properly

accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or state government.

11. Local matching funds must be accounted for in program records and used only for costs allowable under the Adult Education and Family Literacy Act (AEFLA).
12. Fund use shall be limited to adult instructional services. Grantees must ensure that all students under age 18 and under have been officially withdrawn from school.
13. Grantee shall use a managed enrollment system and establish a documented waiting list when the recommended enrollment exceeds capacity.
14. Classes supported with grant funding shall begin and end within the grant award period.
15. Valid, accurate data from learner records must be entered into the Delaware LACES MIS as described in this application. The data must be reviewed on a regular basis by program administrators to ensure the program staff is cognizant of the program's efforts to meet its negotiated outcomes.
16. Reviews of LACES reports and self-evaluation must be conducted throughout the fiscal year to ensure that program is continuously monitoring its effectiveness and efficiency.
17. Grantee shall certify that they prohibit, and covenant that they will continue to prohibit discrimination and certify that no person, otherwise qualified, is denied employment, services, or other benefits on the basis of: (i) political or religious opinion or affiliation, marital status, sexual orientation, gender identification, race, color, creed, or national origin; (ii) sex or age, except when age or sex constitutes a bona fide occupational qualification; or (iii) the physical or mental disability of a qualified individual with a disability.
18. Grantee specifically agrees that they will comply fully with the non-discrimination and equal opportunity provisions of the Workforce Innovation and Opportunity Act; the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1967, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and 38.C.
19. Reports or other documents produced in whole or in part with the grant funds shall either bear no copyright notice or indicate that the grantee, the DDOE, Adult and Prison Education Resources Workgroup are joint owners of the copyright.
20. Grantee shall give due credit to DDOE and the U.S. Department of Education. The DDOE shall be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this grant award.

Signature of Head of Grantee Agency

Date

Printed Name of Head of Grantee Agency

Title

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

Standard Form 424B (Rev. 7-97)

Attachment 16

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion— Lower Tier Covered Transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: _____

Name of Program: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

ED 80-0014 (Revised Sep-1990) - U. S. Department of Education

Attachment 17

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employees of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awards of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL ”Disclosure of Lobbying Activities: in according with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Standard Form – LLL can be found at: <https://www2.ed.gov/fund/grant/apply/appforms/appforms.html>

Applicant’s Organization

Printed Name and title of Authorized Representative

Prefix	First Name	Middle Name
Last Name	Suffix	
Title		

Signature _____ Date _____

Key Definitions

These definitions are found in the Workforce Innovation and Opportunity Ac.

1. **ADULT EDUCATION.**—The term “adult education” means academic instruction and education services below the postsecondary level that increase an individual’s ability to—
 - (A) read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;
 - (B) transition to postsecondary education and training; and
 - (C) obtain employment.
2. **ADULT EDUCATION AND LITERACY ACTIVITIES.**—The term “adult education and literacy activities” means programs, activities, and services that include adult education, literacy, workplace adult education and literacy activities, family literacy activities, English language acquisition activities, integrated English literacy and civics education, workforce preparation activities, or integrated education and training.
3. **CAREER PATHWAY.**—The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that—
 - (A) aligns with the skill needs of industries in the economy of the State or regional economy involved;
 - (B) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an “apprenticeship”, except in section 171);
 - (C) includes counseling to support an individual in achieving the individual’s education and career goals;
 - (D) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - (E) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
 - (F) enables an individual to attain a secondary school diploma or its recognized equivalent, and at least 1 recognized postsecondary credential; and
 - (G) helps an individual enter or advance within a specific occupation or occupational cluster.
4. **ELIGIBLE AGENCY.**—The term “eligible agency” means the sole entity or agency in a State or an outlying area responsible for administering or supervising policy for adult education and literacy activities in the State or outlying area, respectively, consistent with the law of the State or outlying area, respectively.
5. **ENGLISH LANGUAGE ACQUISITION PROGRAM.**—The term “English language acquisition program” means a program of instruction—
 - (A) designed to help eligible individuals who are English language learners achieve `competence in reading, writing, speaking, and comprehension of the English language; and
 - (B) that leads to—
 - (i) (I) attainment of a secondary school diploma or its recognized equivalent; and
(II) transition to postsecondary education and training; or
 - (ii) employment.
6. **ENGLISH LANGUAGE LEARNER.**—The term “English language learner” when used with respect to an eligible individual, means an eligible individual who has limited ability in reading, writing, speaking, or comprehending the English language, and—
 - (A) whose native language is a language other than English; or
 - (B) who lives in a family or community environment where a language other than English is the dominant language.

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7. **ESSENTIAL COMPONENTS OF READING INSTRUCTION.**— The term “essential components of reading instruction” has the meaning given the term in section 1208 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6368).
 8. **FAMILY LITERACY ACTIVITIES.**—The term “family literacy activities” means activities that are of sufficient intensity and quality, to make sustainable improvements in the economic prospects for a family and that better enable parents or family members to support their children’s learning needs, and that integrate all of the following activities:
 - (A) Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency.
 - (B) Interactive literacy activities between parents or family members and their children.
 - (C) Training for parents or family members regarding how to be the primary teacher for their children and full partners in the education of their children.
 - (D) An age-appropriate education to prepare children for success in school and life experiences.
 9. **INSTITUTION OF HIGHER EDUCATION.**—The term “institution of higher education” has the meaning given the term in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001).
 10. **INTEGRATED EDUCATION AND TRAINING.**—The term “integrated education and training” means a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational and career advancement.
 11. **INTEGRATED ENGLISH LITERACY AND CIVICS EDUCATION.**— The term “integrated English literacy and civics education” means education services provided to English language learners who are adults, including professionals with degrees and credentials in their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United States. Such services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation, and may include workforce training.
 12. **LITERACY.**—The term “literacy” means an individual’s ability to read, write, and speak in English, compute, and solve problems, at levels of proficiency necessary to function on the job, in the family of the individual, and in society.
 13. **POSTSECONDARY EDUCATIONAL INSTITUTION.**—The term “postsecondary educational institution” means—
 - (A) an institution of higher education that provides not less than a 2-year program of instruction that is acceptable for credit toward a bachelor’s degree;
 - (B) a tribally controlled college or university; or
 - (C) a nonprofit educational institution offering certificate or apprenticeship programs at the postsecondary level.
 14. **WORKPLACE ADULT EDUCATION AND LITERACY ACTIVITIES.**— The term “workplace adult education and literacy activities” means adult education and literacy activities offered by an eligible provider in collaboration with an employer or employee organization at a workplace or an off-site location that is designed to improve the productivity of the workforce.
 15. **WORKFORCE PREPARATION ACTIVITIES.**—The term “workforce preparation activities” means activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education or training, or employment.
-

Exhibit 2.1 Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT BASIC EDUCATION LEVELS			
VIII. Literacy Level	Basic Reading and Writing	Numeracy Skills	Functional and Workplace Skills
Beginning ABE Literacy Test Benchmark: TABE (9–10) scale scores (grade level 0–1.9): Reading: 367 and below Total Math: 313 and below Language: 389 and below CASAS scale scores: Reading: 200 and below Math: 200 and below Wonderlic GAIN scale scores: English: 200-406 Math: 200-314	Individual has no or minimal reading and writing skills. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument. At the upper range of this level, individual can recognize, read, and write letters and numbers but has a limited understanding of connected prose and may need frequent re-reading. Can write a limited number of basic sight words and familiar words and phrases; may also be able to write simple sentences or phrases, including very simple messages. Can write basic personal information. Narrative writing is disorganized and unclear, inconsistently uses simple punctuation (e.g., periods, commas, question marks), and contains frequent errors in spelling.	Individual has little or no recognition of numbers or simple counting skills or may have only minimal skills, such as the ability to add or subtract single digit numbers.	Individual has little or no ability to read basic signs or maps and can provide limited personal information on simple forms. The individual can handle routine entry level jobs that require little or no basic written communication or computational skills and no knowledge of computers or other technology.
Beginning Basic Education Test Benchmark: TABE (9–10) scale scores (grade level 2–3.9): Reading: 368–460 Total Math: 314–441 Language: 390–490 CASAS scale scores: Reading: 201–210 Math: 201–210 Wonderlic GAIN scale scores: English: 407-525 Math: 315-522 MAPT scale scores: All tests: 200-299	Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety, but individual shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization).	Individual can count, add, and subtract three digit numbers, can perform multiplication through 12, can identify simple fractions, and perform other simple arithmetic operations.	Individual is able to read simple directions, signs, and maps, fill out simple forms requiring basic personal information, write phone messages, and make simple changes. There is minimal knowledge of and experience with using computers and related technology. The individual can handle basic entry level jobs that require minimal literacy skills; can recognize very short, explicit, pictorial texts (e.g., understands logos related to worker safety before using a piece of machinery); and can read want ads and complete simple job applications.

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • TABE = Test of Adult Basic Education • MAPT= Massachusetts Adult Proficiency Tests • Wonderlic GAIN = Wonderlic [General Assessment of Instructional Needs](#)

Exhibit 2.1 (Continued)

Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT BASIC EDUCATION LEVELS			
IX. Literacy Level	Basic Reading and Writing	Numeracy Skills	Functional and Workplace Skills
Low Intermediate Basic Education Test Benchmark: TABE (9–10) scale scores (grade level 4–5.9): Reading: 461–517 Total Math: 442–505 Language: 491–523 CASAS scale scores: Reading: 211–220 Math: 211–220 Wonderlic GAIN scale scores: English: 526–661 Math: 523–669 MAPT scale scores: All tests: 300–399	Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with a main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.	Individual can perform with high accuracy all four basic math operations using whole numbers up to three digits and can identify and use all basic mathematical symbols.	Individual is able to handle basic reading, writing, and computational tasks related to life roles, such as completing medical forms, order forms, or job applications; and can read simple charts, graphs, labels, and payroll stubs and simple authentic material if familiar with the topic. The individual can use simple computer programs and perform a sequence of routine tasks given direction using technology (e.g., fax machine, computer operation). The individual can qualify for entry level jobs that require following basic written instructions and diagrams with assistance, such as oral clarification; can write a short report or message to fellow workers; and can read simple dials and scales and take routine measurements.
High Intermediate Basic Education Test Benchmark: TABE (9–10) scale scores (grade level 6–8.9): Reading: 518–566 Total Math: 506–565 Language: 524–559 CASAS scale scores: Reading: 221–235 Math: 221–235 Wonderlic GAIN scale scores: English: 662–746 Math: 670–775 MAPT scale scores: All tests: 400–499	Individual is able to read simple descriptions and narratives on familiar subjects or from which new vocabulary can be determined by context and can make some minimal inferences about familiar texts and compare and contrast information from such texts but not consistently. The individual can write simple narrative descriptions and short essays on familiar topics and has consistent use of basic punctuation but makes grammatical errors with complex structures.	Individual can perform all four basic math operations with whole numbers and fractions; can determine correct math operations for solving narrative math problems and can convert fractions to decimals and decimals to fractions; and can perform basic operations on fractions.	Individual is able to handle basic life skills tasks such as graphs, charts, and labels and can follow multistep diagrams; can read authentic materials on familiar topics, such as simple employee handbooks and payroll stubs; can complete forms such as a job application and reconcile a bank statement. Can handle jobs that involve following simple written instructions and diagrams; can read procedural texts, where the information is supported by diagrams, to remedy a problem, such as locating a problem with a machine or carrying out repairs using a repair manual. The individual can learn or work with most basic computer software, such as using a word processor to produce own texts, and can follow simple instructions for using technology.

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • TABE = Test of Adult Basic Education • MAPT: Massachusetts Adult Proficiency Tests • Wonderlic GAIN = Wonderlic [General Assessment of Instructional Needs](#)

Exhibit 2.1 (Continued) Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ADULT SECONDARY EDUCATION LEVELS			
X. Literacy Level	Basic Reading and Writing	Numeracy Skills	Functional and Workplace Skills
Low Adult Secondary Education Test Benchmark: TABE (9–10): scale scores (grade level 9–10.9): Reading: 567–595 Total Math: 566–594 Language: 560–585 CASAS scale scores: Reading: 236–245 Math: 236–245 Wonderlic GAIN scale scores: English: 747–870 Math: 776–854 MAPT scale scores: All tests: 500–599	Individual can comprehend expository writing and identify spelling, punctuation, and grammatical errors; can comprehend a variety of materials such as periodicals and nontechnical journals on common topics; can comprehend library reference materials and compose multiparagraph essays; can listen to oral instructions and write an accurate synthesis of them; and can identify the main idea in reading selections and use a variety of context issues to determine meaning. Writing is organized and cohesive with few mechanical errors; can write using a complex sentence structure; and can write personal notes and letters that accurately reflect thoughts.	Individual can perform all basic math functions with whole numbers, decimals, and fractions; can interpret and solve simple algebraic equations, tables, and graphs and can develop own tables and graphs; and can use math in business transactions.	Individual is able or can learn to follow simple multistep directions and read common legal forms and manuals; can integrate information from texts, charts, and graphs; can create and use tables and graphs; can complete forms and applications and complete resumes; can perform jobs that require interpreting information from various sources and writing or explaining tasks to other workers; is proficient using computers and can use most common computer applications; can understand the impact of using different technologies; and can interpret the appropriate use of new software and technology.
High Adult Secondary Education Test Benchmark: TABE (9–10): scale scores (grade level 11–12): Reading: 596 and above Total Math: 595 and above Language: 586 and above CASAS scale scores: Reading: 246 and above Math: 246 and above Wonderlic GAIN scale scores: English: 871–1000 Math: 855–1000 MAPT scale scores: All tests: 600–700	Individual can comprehend, explain, and analyze information from a variety of literacy works, including primary source materials and professional journals, and can use context cues and higher order processes to interpret meaning of written material. Writing is cohesive with clearly expressed ideas supported by relevant detail, and individual can use varied and complex sentence structures with few mechanical errors.	Individual can make mathematical estimates of time and space and can apply principles of geometry to measure angles, lines, and surfaces and can also apply trigonometric functions.	Individual is able to read technical information and complex manuals; can comprehend some college level books and apprenticeship manuals; can function in most job situations involving higher order thinking; can read text and explain a procedure about a complex and unfamiliar work procedure, such as operating a complex piece of machinery; can evaluate new work situations and processes; and can work productively and collaboratively in groups and serve as facilitator and reporter of group work. The individual is able to use common software and learn new software applications; can define the purpose of new technology and software and select appropriate technology; can adapt use of software or technology to new situations; and can instruct others, in written or oral form, on software and technology use.

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • TABE = Test of Adult Basic Education • MAPT: Massachusetts Adult Proficiency Tests • Wonderlic GAIN = Wonderlic [General Assessment of Instructional Needs](#)

Exhibit 2.1 (Continued) Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
XI. Literacy Level	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
Beginning ESL Literacy Test Benchmark: CASAS scale scores: Reading: 180 and below L&W Listening: 162-180 and below BEST Plus: 88-361 BEST Literacy: 0–20 (SPL 0–2) TABE CLAS-E scale scores:* Total Reading and Writing: 225-394 Total Listening and Speaking: 230-407	Individual cannot speak or understand English, or understands only isolated words or phrases.	Individual has no or minimal reading or writing skills in any language. May have little or no comprehension of how print corresponds to spoken language and may have difficulty using a writing instrument.	Individual functions minimally or not at all in English and can communicate only through gestures or a few isolated words, such as name and other personal information; may recognize only common signs or symbols (e.g., stop sign, product logos); can handle only very routine entry-level jobs that do not require oral or written communication in English. There is no knowledge or use of computers or technology.
Low Beginning ESL Test benchmark: CASAS scale scores Reading: 181–190 L&W Listening: 181–189 BEST Plus: 362-427 BEST Literacy: 21-52 (SPL 2-3) TABE CLAS-E scale scores:* Total Reading and Writing: 395-441 Total Listening and Speaking: 408-449	Individual can understand basic greetings, simple phrases and commands. Can understand simple questions related to personal information, spoken slowly and with repetition. Understands a limited number of words related to immediate needs and can respond with simple learned phrases to some common questions related to routine survival situations. Speaks slowly and with difficulty. Demonstrates little or no control over grammar.	Individual can read numbers and letters and some common sight words. May be able to sound out simple words. Can read and write some familiar words and phrases, but has a limited understanding of connected prose in English. Can write basic personal information (e.g., name, address, telephone number) and can complete simple forms that elicit this information.	Individual functions with difficulty in social situations and in situations related to immediate needs. Can provide limited personal information on simple forms, and can read very simple common forms of print found in the home and environment, such as product names. Can handle routine entry level jobs that require very simple written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge and experience with computers.

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • BEST= Basic English Skills Test • TABE CLAS-E = Test of Adult Basic Education Complete Language Assessment System—English

* Refer to the TABE CLAS-E Technical Manual for score ranges for individual reading, writing, listening and speaking tests. Table shows total scores.

Exhibit 2.1 (Continued) Functioning Level Table

Outcome Measures Definitions				
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS				
XII. Literacy Level	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills	
High Beginning ESL Test benchmark: CASAS scale scores Reading: 191–200 L&W Listening: 190–199 BEST Plus: 428–452 BEST Literacy: 53–63 (SPL 3-4) TABE CLAS-E scale scores:* Total Reading and Writing: 442-482 Total Listening and Speaking: 450-485	Individual can understand common words, simple phrases, and sentences containing familiar vocabulary, spoken slowly with some repetition. Individual can respond to simple questions about personal everyday activities, and can express immediate needs, using simple learned phrases or short sentences. Shows limited control of grammar.	Individual can read most sight words, and many other common words. Can read familiar phrases and simple sentences but has a limited understanding of connected prose and may need frequent re-reading. Individual can write some simple sentences with limited vocabulary. Meaning may be unclear. Writing shows very little control of basic grammar, capitalization and punctuation and has many spelling errors.	Individual can function in some situations related to immediate needs and in familiar social situations. Can provide basic personal information on simple forms and recognizes simple common forms of print found in the home, workplace and community. Can handle routine entry level jobs requiring basic written or oral English communication and in which job tasks can be demonstrated. May have limited knowledge or experience using computers.	
Low Intermediate ESL Test Benchmark: CASAS scale scores: Reading: 201–210 L&W Listening: 200–209 BEST Plus: 453-484 BEST Literacy: 64– 67 (SPL 4-5) TABE CLAS-E scale scores:* Total Reading and Writing: 483-514 Total Listening and Speaking: 486-525	Individual can understand simple learned phrases and limited new phrases containing familiar vocabulary spoken slowly with frequent repetition; can ask and respond to questions using such phrases; can express basic survival needs and participate in some routine social conversations, although with some difficulty; and has some control of basic grammar.	Individual can read simple material on familiar subjects and comprehend simple and compound sentences in single or linked paragraphs containing a familiar vocabulary; can write simple notes and messages on familiar situations but lacks clarity and focus. Sentence structure lacks variety but shows some control of basic grammar (e.g., present and past tense) and consistent use of punctuation (e.g., periods, capitalization).	Individual can interpret simple directions and schedules, signs, and maps; can fill out simple forms but needs support on some documents that are not simplified; and can handle routine entry level jobs that involve some written or oral English communication but in which job tasks can be demonstrated. Individual can use simple computer programs and can perform a sequence of routine tasks given directions using technology (e.g., fax machine, computer).	

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • BEST= Basic English Skills Test • TABE CLAS-E = Test of Adult Basic Education Complete Language Assessment System—English

* Refer to the TABE CLAS-E Technical Manual for score ranges for individual reading, writing, listening and speaking tests. Table shows total scores.

Exhibit 2.1 (Continued) Functioning Level Table

Outcome Measures Definitions			
EDUCATIONAL FUNCTIONING LEVEL DESCRIPTORS—ENGLISH AS A SECOND LANGUAGE LEVELS			
XIII. Literacy Level	Listening and Speaking	Basic Reading and Writing	Functional and Workplace Skills
High Intermediate ESL Test Benchmark: CASAS scale scores: Reading: 211–220 L&W Listening: 210–218 BEST Plus: 485–524 BEST Literacy: 68-75 (SPL 5-7) TABE CLAS-E scale scores:* Total Reading and Writing: 515-556 Total Listening and Speaking: 526-558	Individual can understand learned phrases and short new phrases containing familiar vocabulary spoken slowly and with some repetition; can communicate basic survival needs with some help; can participate in conversation in limited social situations and use new phrases with hesitation; and relies on description and concrete terms. There is inconsistent control of more complex grammar.	Individual can read text on familiar subjects that have a simple and clear underlying structure (e.g., clear main idea, chronological order); can use context to determine meaning; can interpret actions required in specific written directions; can write simple paragraphs with main idea and supporting details on familiar topics (e.g., daily activities, personal issues) by recombining learned vocabulary and structures; and can self and peer edit for spelling and punctuation errors.	Individual can meet basic survival and social needs, can follow some simple oral and written instruction, and has some ability to communicate on the telephone on familiar subjects; can write messages and notes related to basic needs; can complete basic medical forms and job applications; and can handle jobs that involve basic oral instructions and written communication in tasks that can be clarified orally. Individual can work with or learn basic computer software, such as word processing, and can follow simple instructions for using technology.
Advanced ESL Test Benchmark: CASAS scale scores: Reading: 221–235 L&W Listening: 219–227 BEST Plus: 525–564 (exit 565 and higher) BEST Literacy: 76-78 (SPL 7-8) ** TABE CLAS-E scale scores:* Total Reading and Writing: 557-600 Total Listening and Speaking: 559-600	Individual can understand and communicate in a variety of contexts related to daily life and work. Can understand and participate in conversation on a variety of everyday subjects, including some unfamiliar vocabulary, but may need repetition or rewording. Can clarify own or others' meaning by rewording. Can understand the main points of simple discussions and informational communication in familiar contexts. Shows some ability to go beyond learned patterns and construct new sentences. Shows control of basic grammar but has difficulty using more complex structures. Has some basic fluency of speech.	Individual can read moderately complex text related to life roles and descriptions and narratives from authentic materials on familiar subjects. Uses context and word analysis skills to understand vocabulary, and uses multiple strategies to understand unfamiliar texts. Can make inferences, predictions, and compare and contrast information in familiar texts. Individual can write multi-paragraph text (e.g., organizes and develops ideas with clear introduction, body, and conclusion), using some complex grammar and a variety of sentence structures. Makes some grammar and spelling errors. Uses a range of vocabulary.	Individual can function independently to meet most survival needs and to use English in routine social and work situations. Can communicate on the telephone on familiar subjects. Understands radio and television on familiar topics. Can interpret routine charts, tables and graphs and can complete forms and handle work demands that require non-technical oral and written instructions and routine interaction with the public. Individual can use common software, learn new basic applications, and select the correct basic technology in familiar situations.

Note: The descriptors are *entry-level* descriptors and are illustrative of what a typical student functioning at that level should be able to do. They are not a full description of skills for the level.

CASAS = Comprehensive Adult Student Assessment System • BEST= Basic English Skills Test • TABE CLAS-E = Test of Adult Basic Education Complete Language Assessment System—English

* Refer to the TABE CLAS-E Technical Manual for score ranges for individual reading, writing, listening and speaking tests. Table shows only total scores

** Students can be placed into advanced ESL using BEST Literacy but the test does not assess skills beyond this level so students cannot exit Advanced ESL with this test. Retesting of students who enter this level with another assessment is recommended

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

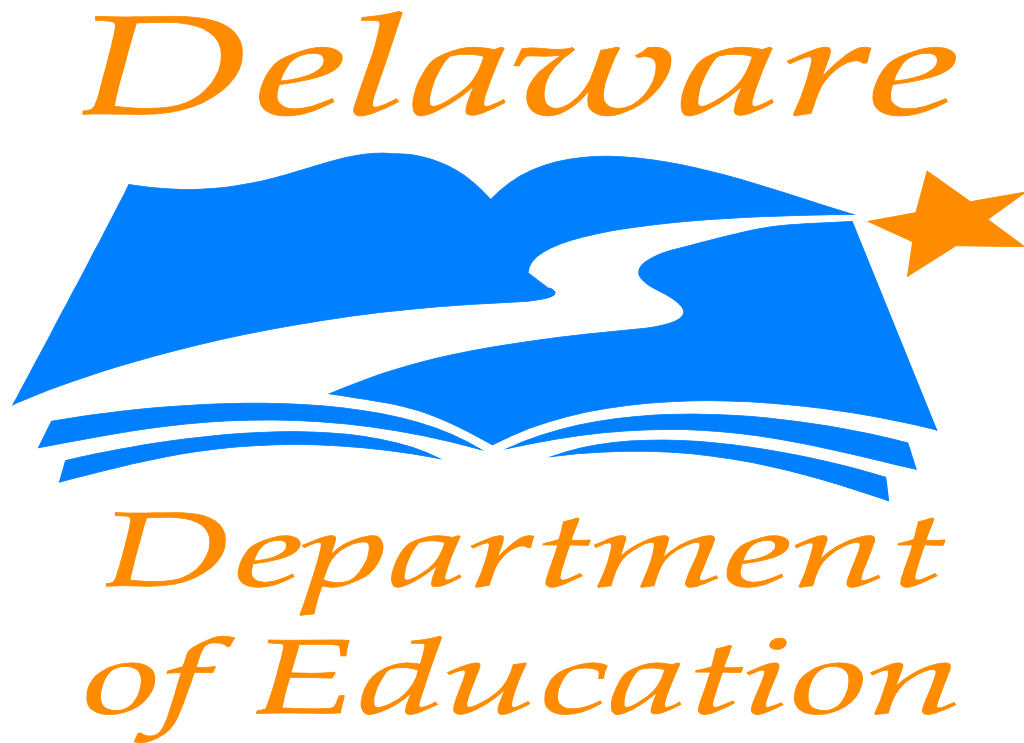
1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged 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) complete and signed copy of the Subcontractor Information Form (See Attachment 5) for each subcontractor – only provide if applicable.
8. One (1) Delaware Department of Education Subgrant Application Form
9. One (1) Delaware Department of Education Federal Funds Budget Form
10. One (1) Delaware Department of Education Federal Budget Summary Form
11. One(1)General Assurances Form
12. One (1) Non Construction Program Assurance Form
13. One (1) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions
14. One (1) Certification Regarding Lobbying,
15. Subgrant Application Narrative Response(s) as applicable
 - a. Attachment B – Adult Basic Education Services
 - b. Attachment C – Integrated English Literacy and Civics Education Services

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. Four 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. One electronic copy of the vendor proposal saved to a USB memory stick.

Appendix B



RFP DOE 2018-17

Adult Education Services/Adult Basic Education

2018- 2019 Subgrant Application

July 1, 2018 – June 30, 2019

Deadline for Submission: March 7, 2018 at 2:00 PM (local time)

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Adult Education Services/Adult Basic Education

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	14. Intensity of Services
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	16. Financial Risk Assessment (For informational purposes only)
	17. Administrative Costs Calculation Sheet (For informational purposes only)
	18. Budget Forms and Justification
Section VII	DDOE Forms
	Attachment 9 - Adult Basic Education Services Evaluation Rubric
	Attachment 10 - Integrated English Literacy and Civics Education Services Rubric
	Attachment 11 – DE Department of Education Subgrant Application Form
	Attachment 12 – DE Department of Education Federal Funds Budget Form
	Attachment 13 – DE Department of Education Federal Budget Summary Form
	Attachment 14 – General Assurances
	Attachment 15 – Non-Construction Program Assurance
	Attachment 16 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions
	Attachment 17 – Certification Regarding Lobbying Form – Must include “Regarding Certification” Form. If Lobbying Activities exist, must include Standard Form-LLL also.
	Attachment 18 – Key Definitions

Attachment 19 – National Reporting System Performance Outcomes
Adult Education Services/Adult Basic Education

2018-2019 Subgrant Application

I. Introduction

The Delaware Department of Education has been providing Adult Basic Education Services since 1966. Adult Basic Education programs provide academic instructional and education services below the postsecondary level that increase an individual's ability to read, write, speak, perform mathematics or other activities necessary for the attainment of a secondary credential and transition to postsecondary education and training and/or employment. Currently, there are 19 adult education programs and approximately 4,000 students (70% Adult Basic Education and 30% English Language Acquisition) are involved in the Adult and Prison Education Programs funded by the Department of Education.

These services are provided under Title II of the Workforce Innovation and Opportunity Act (WIOA), Adult Education and Literacy. The purpose of Adult Education is to:

- 1) Assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency;
- 2) Assist adults who are parents or family members to obtain an education and skills that-
 - are necessary to becoming full partners in the educational development of their children; and
 - lead to sustainable improvements in the economic opportunities for their families;
- 3) Assist adults in attaining a secondary credential/diploma and in the transition to postsecondary education and training, through career pathways; and
- 4) Assist immigrants and other individuals who are English language learners in
 1. Improving their reading, writing, speaking and comprehension skills in English, mathematical skills; and
 2. Acquiring an understanding of the American system of Government, individual freedom and the responsibilities of citizenship.
- 5) Integrated Education and Training services that provide adult education concurrently and contextually with occupational training.
- 6) Integrated English Literacy/Civics Education programs that provide instruction in literacy and English Language acquisition; the rights and responsibilities of citizenship and civic participation; and access to workforce readiness and workforce training. Programs should be designed to prepare adults who are English language learners for, and place them in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency.

The target populations for these services are:

- 16 years of age or older;
- not enrolled or required to be enrolled in a secondary school under State

law; are basic skills deficient; do not possess a secondary school diploma or its recognized equivalent, and has not achieved an equivalent level of education; or

- is an English Language learner.

II. Eligible Applicants

Any organization that has demonstrated effectiveness in providing adult education and literacy activities that may include:

- a local educational agency;
- a community-based organization or faith-based organization;
- a volunteer literacy organization;
- an institution of higher education;
- a public or private nonprofit agency;
- a library;
- a public housing authority;
- a nonprofit institution that is not described above and has the ability to provide adult education and literacy activities to eligible individuals;
- a consortium or coalition of the agencies, organizations, institutions, libraries or authorities described above;
- a partnership between an employer and an entity named above

III. Subgrant Awards

A subgrant award will be made for one year, with the possibility of up to three (3) -one year extensions depending upon attainment of the activities outlined in the final agreement. Funding is dependent upon the availability of state and federal funds. All funding requested must be reasonable, allocable and allowable. Proposals must provide strong justification for requested funding. The Delaware Department of Education reserves the right to negotiate subgrant award amount with the sub-grantee. Subsequent annual funding will be based upon activity completion and available funding. This may result in changes to annual funding in the extension years of this subgrant. Based on 2016-2017 funding, there is approximately \$1,830,000 for Adult Basic Education services and English Language Acquisition services statewide in the community and in the correctional system (approximately a total of \$1,230,000 in federal funding and \$600,000 in state funding). There is approximately \$146,000 available for Integrated English Literacy and Civics Education projects.

Funds for this project are authorized in the State of Delaware Budget Appropriation Bill and Title II of the Workforce Innovation and Opportunity Act. The funding allocation approved for this project shall be dispersed by the Department to the sub-grantee in the amount equal to that approved by the Department of Education in the annual program plan submitted by the sub-grantee.

Based on Census and American Community Survey data regarding population and educational data, Adult Basic Education and English Language Acquisition services funding will be allocated at these approximate levels to the extent possible:

- New Castle County – 50%
- Kent County – 23%
- Sussex County – 27%

Requested funding should anticipate service provision from July 1, 2018 to June 30, 2019. Both state and federal funding should be expended by June 30, 2019. The same schedule will be followed in extension year funding.

Administrative costs should not exceed 5% of the entire budget. According to the Workforce Innovation and Opportunity Act, 95% of the federal grant award must be expended for adult education instructional activities. The remaining amount may be used for local administrative costs. Including planning, administration, travel, evaluation, personnel development and coordination. In cases where the administrative cost limit is too restrictive and would provide insufficient funds for the aforementioned non-instructional purposes, a grant applicant may submit a written request to the State Director of the Adult and Prison Education Resources Workgroup, to negotiate a higher administrative funding level. See Section 17 of this subgrant application. .

Programs must provide a minimum of 25% of the requested funding as matching funds.

The term “match” refers to the annual amount of state and local funds that a local program must provide in order to receive federal adult education funds. The matching amounts may not include the state funding for this ABE grant. Examples of allowable matching or cost sharing include:

- Allowable costs incurred by the state or local programs under the grant agreement;
- Value of the third party in-kind contributions for the period to which the cost-sharing or matching requirements apply;
- Value of donated services provided to a local program by individuals at rates consistent with those ordinarily paid for similar work in the organization or by employees of other organizations; and,
- Value of third party donated supplies and loaned equipment or space.

Amounts designated as matching funds may not be counted towards other federal grants or projects. The non-federal contribution may be provided in cash or in kind, fairly evaluated, and shall include only non-Federal funds that are used for adult education and literacy activities that are consistent with the purpose of the act. Tuition and fees collected from students may not go toward meeting federal matching, cost sharing, or maintenance of effort requirements related to this award. Matching funds must comply with OMB, EDGAR, AEFLA and local regulations.

IV. Reporting Requirements

To receive funding, applicants must be able to report progress towards performance targets via the LACES Data System. All data must be input on a weekly basis. The state will formally monitor LACES data on a quarterly basis to ascertain program performance. Informal monitoring will take place continuously over the grant period. The submission date for the final report June 30th.

Financial reports must be completed in compliance with the funding source. Reports for state funding must be completed by June 30 of each funding year. Reports for federal funding must be completed by July 31 of each funding year.

All applicants awarded funding must report award data and executive compensation data as required by the Federal Funding Accountability Act and must supply the Department of Education with a DUNS#.

V. Application Review Process

- Pre-screening
 - All applications must be submitted by the deadline.
 - All applications must include the required components, as outlined in this document.
 - Applications that are late or incomplete will not be reviewed
- Detailed Review
 - Eligible applications will be reviewed and scored by peer reviewers using the rubric included in this application.
 - Reviewers will have expertise in adult education service provision, content area; data collection; and the Delaware's Workforce Development Plan.
 - Funding levels will be impacted by scores attained on this rubric.
- Criteria Weight
 - All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the peer evaluators to score applications:

Criteria	Weight
Program Leadership (Alignments; Collaboration; Indicators; Staffing)	30 Points
Experience (Past Effectiveness; Service Areas; Technology)	25 Points
Program Delivery (Serving Populations with Barriers to Employment; Program Quality; Contextualized Learning; Intensity; Support Services	55 Points
Pricing (Budget, Justification and Enrollment)	20 Points

- Applicants 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 an applicant's capabilities so the responding applicant should be detailed in their proposal responses.

VI. Subgrant Application – Applicants must answer all non-optional questions.

1. **Program Alignment with Delaware’s Workforce Development Plan** – Through the Workforce Innovation and Opportunity Act (WIOA), state agencies work collaboratively to support a workforce development system that addressed the employment and skills needs of current employees, job seekers, and employers.

The goals of the Delaware Workforce Development Board (DWDB) under WIOA are: (1) integrated service delivery across programs; (2) improved efficiency in service delivery; and (3) a workforce that possesses the knowledge and skills needed by Delaware employers. For further clarification, please see the DWDB’s website:

<https://wib.delawareworks.com/documents/wioa/updatedplan.pdf>

a) Describe how your program will be responsive to the DWDB’s goals listed above.

2. **Program Alignment with WIOA Title II Goals** – The goals of WIOA Title II, Adult Education and Family Literacy services are: (1) to assist adults to become literate and obtain the knowledge and skills necessary for employment and economic self-sufficiency; (2) to assist adults who are parents or family members to obtain the education and skills that are necessary to become full partners in the educational development of their children and lead to sustainable improvements in the economic opportunities of their family; (3) to assist adults in attaining a secondary credential and in the transition to post-secondary education and training including through career pathways; and (4) to assist immigrants and other individuals who are English language learners in improving their reading, writing, speaking and comprehension skills in English and mathematics skills and acquiring an understanding of the American system of Government, individual freedom, and the responsibilities of citizenship.

a) Describe how your program will be responsive to Title II Adult Education and Family Literacy’s goals listed above.

3. **Service Provision Areas** – Services must be delivered in areas with learners identified as possessing low levels of literacy skills and/or are English language needs. These services must be provided in locations accessible by students.

a) Describe the geographic area your proposal will service and document through data the need for Adult Basic Education, English Language Acquisition and Civics Education services in the proposed area.

4. **Ability to Serve Populations with Barriers to Employment, including eligible individuals with disabilities and learning disabilities** – WIOA emphasizes the need to serve eligible populations with barriers including: displaced homemakers, low income individuals, Indians, Alaska Natives, Native Hawaiians, Individuals with disabilities, older individuals, ex-offenders, homeless individuals, youth aged out of foster care, English Language learners, migrant and season farmworkers, TANF recipients with 2 years eligibility left, single parents and long term unemployed.

-
- a) *Describe how your program has served adults with barriers to employment in the past?*
- b) *Describe how your program will serve eligible individuals with disabilities, including those with learning disabilities.*
5. **Past Effectiveness** – Programs must demonstrate an ability to improve the literacy of eligible participants, especially those with low levels of literacy. In describing past effectiveness, grade levels or National Reporting System functioning educational levels (Attachment 18) may be used.
- a) *Describe your program’s success in working with adult learners who have not attained a secondary credential, including students with low levels of literacy. Data regarding credential attainment rate; measureable skills gains rate; effectiveness in service employers; median earnings; employment rate; total number of individuals served; and program of study completed should be included.*
- b) *Describe your organization’s experience with a management information system. Be sure to include the system’s name and its value to your organization.*
- c) *Please provide an organizational chart.*
6. **Collaboration with One – Stop and Community Partners** – Programs must work collaboratively with other One Stop and Community Partners to provide services to eligible participants. These partners can include: One Stop core members and partners, other available education and training providers, social services resources, K12 schools, postsecondary educational institutions, institutions of higher education, businesses, industries, labor organizations, community based organizations, nonprofits, and other intermediaries. For more on One Stop Partners, see <https://det.delawareworks.com/one-stop-system/System%20Partners.php>
- a) *Describe how your program will align activities and services with the other WIOA One-Stop Partner services.*
- b) *Describe how your program will incorporate career pathways and career planning into this project.*
- c) *Include any MOUs your organization may have in place to support this project.*
7. **Program Quality** – Programs must provide quality instruction based on the most rigorous research while also ensuring sufficient hours of instruction to achieve learning gains.
- a) *Adult Basic Education Services*
- i) *Explain the academic curriculum (writing, speaking, and math) your program will be using for Adult Basic Education students and the evidenced based research or best practice it is based on.*
- ii) *Explain how your program will provide evidence based reading instruction including the essential components of reading instruction. For more information, please see:*
<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aeprofdev.html?exp=2>
- b) *English Language Acquisition Services (ESL Services)*
-

- i) *Explain the curriculum (listening, speaking, reading, writing and math) your program will be using for English Language Acquisition students and the evidenced based research or best practice it is based on.*
- ii) *Explain how your program will assist English Language Learners to become familiar with the citizenship process and encourage civics participation.*

c) *Please complete the following class schedule chart indicating locations where instruction will take place.*

Class Type	Location	Days/Hours of Instruction
Example: ABE	Poughkeepsie HS	Tues/Wed - 4:00pm – 6:00pm

8. **Program Capacity to Use Technology to Promote Student Progress** – Programs must be able to effectively use technology and varied delivery systems, including distance learning, to increase the amount of learning that leads to student progress.

a) *Explain how your program will use technology, support services and varied instructional delivery processes to increase student participation resulting in improved performance.*

9. **Contextualized Learning** – Programs must be able to provide learning in context, including through integrated education and training, so that a participant acquires skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship.

a) *Explain how your program will provide academic skills through a contextualized approach, critical thinking skills, digital literacy skills, self-management skills, citizenship and civics skills, and workforce preparation skills to:*

- i) *Adult Basic Education learners*
- ii) *English Language learners*

10. **High Quality Adult Education Staff** – All staff that provides instruction in the programs funded under this grant must be aware of evidence based research and best practices in the field of Adult Education. All employed instructors must be certified in accordance with DDOE regulations. For more information, please see:

- Licensing and Certification
<http://regulations.delaware.gov/AdminCode/title14/1500/index.shtml#TopOfPage>
- Adult Education Permit
- https://deeds.doe.k12.de.us/certificate/deeds_AEd_instruct.aspx
- Adult Education Professional Development
- <https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aeprofdev.html>

a) Complete the following chart regarding staff assigned to this project by category:

Category	Number	Qualifications for position
Teachers Full Time		
Teachers Part Time		
Para instructional aides		
Administration (Program Managers, etc.)		
Clerical Support		

b) Describe your program's professional development process that will ensure that staff is providing quality instruction and include some PD opportunities your program will offer in the chart below. Add additional lines as needed.

Topic	For Whom	Timeframe for presentation if selected for funding

11. **Support Services** – Many times, adult learners have need for support services in addition to the academic/workforce development services provided by programs, such as daycare, transportation, etc.

a) Explain how your program will assist learners with these types of services to support their progress through your program.

12. **Provision of Services to Incarcerated Adult Learners (Optional)** – Applicants may choose to serve learners in a Level 4 Community Work Release Program and Violation of Probation Centers. For more information on these locations, please see <http://www.doc.delaware.gov/BOCC/index.shtml>

WIOA Section 225 outlines the types of services that can be offered through this specific funding. There is approximately \$35,000 statewide available for these services.

All staff assigned to this project must pass a Department of Correction background check prior to being permitted to teach in a Level 4 facility.

If you are applying to serve these students, please answer the following questions. If you are not applying, please include “Not applying” to this section of the subgrant application.

a) Describe any DOC Level 4 projects your program has participated in. Please include a description of the services, specific population of Level 4 offenders your program engaged, and the success of the project supported by data and success stories.

- b) Describe any agreements you may have with DOC currently.
- c) Describe the Level 4 locations where your program propose to provide services.
- d) Describe what services your program would provide.
- e) Describe the hours of instruction your program provide.

13. **Projections for the Adult Education Performance Indicators** – An explanation of these performance outcomes can be found in Chapter 2 NRS Measure Definitions
http://www.nrsweb.org/foundations/implementation_guidelines.aspx

a) Complete the following charts regarding the measureable skills gains indicators.

Category	FY 19 Tentative Performance Targets	Your Program's FY 19 Targets
ABE Level 1	60% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ABE Level 2	57% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ABE Level 3	54% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ABE Level 4	55% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ABE Level 5	48% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 1	54% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 2	69% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 3	69% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	____% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 4	61% of participants placed at this level will acquire the basic skills needed to	____% of participants placed at this level will acquire the basic skills needed to

	complete this educational functioning level.	complete this educational functioning level.
ESL Level 5	61% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 6	63% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire basic skills needed to complete this educational functioning level.

b) Core Outcome Indicators

Category	FY 19 Tentative Performance Targets	Your program's FY 19 Performance Targets
Employment (Second Quarter after Exit)	43% of participants will be employed	___% of participants will be employed
Employment (Fourth Quarter after Exit)	45% of participants will be employed	___% of participants will be employed
Credential Attainment	32% of participants will attain a credential	___% of participants will attain a credential
Median Earnings (Second Quarter after Exit)	\$3,708 will be the median earning	_____ will be the median earning for participants
Effectiveness in Serving Employers	52% of employers will be satisfied with services provided by Title II funded programs	___% of employers will be satisfied with services provided by your program

14. **Intensity of Services** - Sufficient hours of services need to be delivered to allow students to be successful and complete student goals.

a) *How many hours of instruction, not including supplemental support, will your program offer over the course of the fiscal year (until June 30, 2018).*

b) *Complete the following chart*

Class Type	Total to be served	Location(s)	Days/Hours of instruction	Starting Date- & End Date
Ex. ABE ELA	50 50	Poughkeepsie HS Woody Comm. Ctr.	Tues/Wed - 4:00 – 6:00pm Mon/Wed/Fri - 7:00-9:00pm	

15. **Enrollment Projections** – Based on identified need in your service area, designate annual enrollment projections. These numbers should reflect the number of participants anticipated to be served (providing 12 hours or more of instruction) in FY2018.

a) *Complete the following chart.*

Targeted Populations *	Estimated number of Students	% of Total Students Served	Location(s) where services will take place
Low Income Adults			
Long Term Unemployed			
Ex-offenders			
Individuals with Disabilities			
Older Individuals			
Single Parents and Displaced Homemakers			
English Language Learners			
Youth who are in or have aged out of foster care			
Eligible Migrant and Seasonal Farmworkers			
TANF Recipients with 2 years eligibility left			
Homeless Individuals			
Indian, Alaska Natives, Native Hawaiians			

* If a targeted population is served in all classes instead of a specific class location, write “All Classes”.

16. **Financial Risk Assessment** - This section will not be scored. The information is collected for informational purposes only.

a) *Please respond to the following as appropriate to your program.*

Local education agencies do not have to complete this financial risk assessment since the Department of Education conducts one on each LEA. The Department will share the results of the risk assessment with the grant’s selection panel.

All other applicants please complete the following Financial Risk Assessment.

Question	Yes	No	N/A
Has the organization’s business office staff changed within the last year?			
Does the organization use a paper based or an electronic financial record keeping system?			
Has the organization switched to a new computer account system lately?			
Does the organization have experience with previous federal and/or state grants?			
Does the organization perform an annual audit?			

-
17. **ADMINISTRATIVE COSTS CALCULATION SHEET** – Administrative costs are those reasonable, necessary and allowable costs associated with overall project management and not directly related to provision of services to participants or allocable to other cost categories. This section will not be scored. It is for informational purposes only.

Administrative costs can be both direct and indirect. Indirect costs are service-oriented costs that benefit the entire organization in a business sense.

a) Complete the following chart regarding administrative costs.

Administrative Costs

Supervision	_____
Clerical Support	_____

Contracted

Audit	_____
Telephone/Utilities/Facilities	_____
Other	_____

Supplies and Materials

Office (for non-instructional purposes)	_____
---	-------

Indirect Costs

Capital Outlay (for non – instructional purposes)

TOTAL

Divide the TOTAL amount from above

By the total requested in the proposal

to determine the Percentage of Administrative Cost _____ %

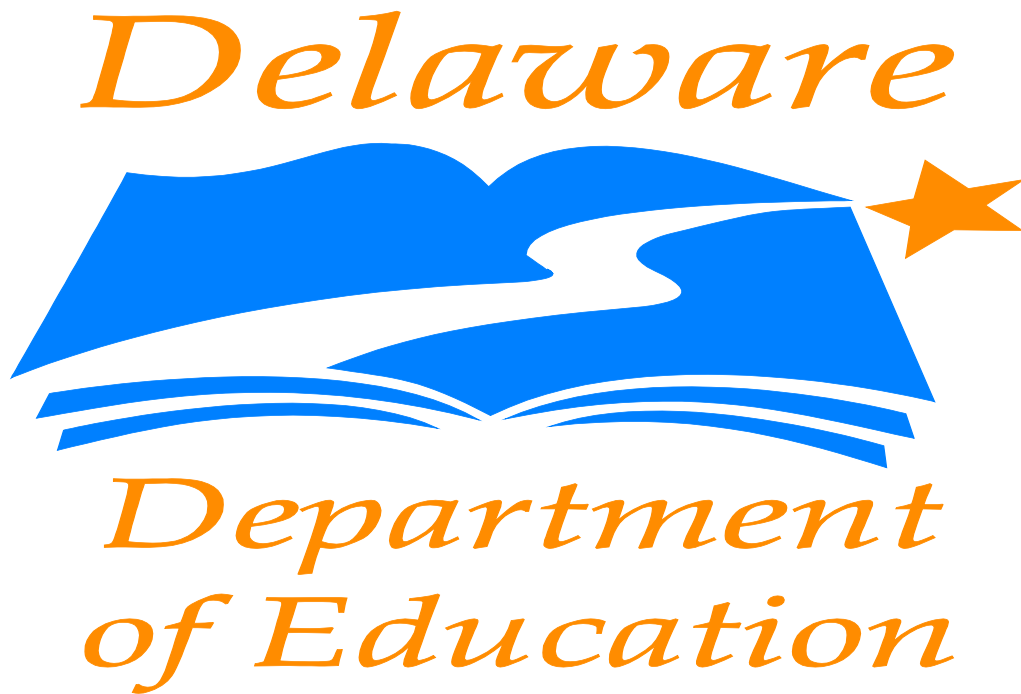
Note: The administrative cost percentage cannot exceed 5% of the total grant unless a waiver has been requested.

18) Budget and Justification –Be sure to label budget pages with “Adult Education Services/Adult Basic Education (ABE)”

a) Describe how the budget aligns with activities of the proposal. Describe each staff position, its job responsibilities, total hours each staff member will work over the course of the project, pay rate per hour and any other items and their purposes that will be purchased through this funding.

b) Complete the attached DDOE budget forms detailing costs for the operation of your center. Be sure to identify instructional or administrative costs after item on the budget sheet.

Appendix C



RFP DOE 2018-17

**Adult Education Services/ Integrated English Literacy
and Civics Education**

2018- 2019 Subgrant Application

July 1, 2018 – June 30, 2019

Deadline for Submission: March 7, 2018 at 2:00PM (local time)

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Adult Education Services/Integrated English Language and Civics Education

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	1) Program Alignment with Delaware’s Workforce Development Plan
	2) Program Alignment with WIOA Section 243
	3) Service Provision Areas
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	6) Program Quality
	7) Program Capacity to Use Technology
	8) High Quality Adult Education Staff
	9) Support Services
	10) Projections for Adult Education Performance Indicators
	11) Intensity of Service
	12) Enrollment Projections
	13) Financial Risk Assessment (For informational purposes only)
	14) Administrative Costs Calculation Sheet (For informational purposes only)
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Adult Education Services/ Integrated English Literacy and Civics Education

2018-2019 Subgrant Application

I. Introduction

The purpose of the Integrated English Literacy and Civics Education (IELCE) proposal is to provide instruction to adult English language learners, including professionals with degrees and credentials in their native country, that enables them to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers, and citizens in the United States. Such services shall include instruction in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation. The IELCE program must be provided in combination with integrated education and training activities.

As part of the IELCE program requirements, each program that receives funding under this grant application must provide instruction designed to “(1) prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency; and (2) integrate with the local workforce development system and its functions to carry out the activities of the program.

The target populations for these services are:

- 16 years of age or older;
- not enrolled or required to be enrolled in a secondary school under State law;
- are basic skills deficient
 - do not possess a secondary school diploma or its recognized equivalent
 - has not achieved an equivalent level of education; or
 - is an English Language learner

II. Eligible Applicants

Any organization that has demonstrated effectiveness in providing adult education and literacy activities that may include:

- a local educational agency;
- a community-based organization or faith-based organization;
- a volunteer literacy organization;
- an institution of higher education;
- a public or private nonprofit agency;
- a library;
- a public housing authority;
- a nonprofit institution that is not described above and has the ability to provide adult education and literacy activities to eligible individuals;

-
- a consortium or coalition of the agencies, organizations, institutions, libraries or authorities described above;
 - a partnership between an employer and an entity named above

III. Subgrant Awards

A subgrant award will be made for one year, with the possibility of up to three (3) -one year extensions depending upon attainment of the activities outlined in the final agreement. Funding is dependent upon the availability of state and federal funds. All funding requested must be reasonable, allocable and allowable. Proposals must provide strong justification for requested funding. The Delaware Department of Education reserves the right to negotiate subgrant award amount with the sub-grantee. Subsequent annual funding will be based upon activity completion and available funding. This may result in changes to annual funding in the extension years of this subgrant. There is approximately \$146,000 available for Integrated English Literacy and Civics Education projects.

Funds for this project is authorized through Title II of the Workforce Innovation and Opportunity Act. The funding allocation approved for this project shall be dispersed by the Department to the sub-grantee in the amount equal to that approved by the Department of Education in the annual program plan submitted by the sub-grantee.

Requested funding should anticipate service provision from July 1, 2018 to June 30, 2019. Both state and federal funding should be expended by June 30, 2019. The same schedule will be followed in extension year funding.

Administrative costs should not exceed 5% of the entire budget. According to the Workforce Innovation and Opportunity Act, 95% of the federal grant award must be expended for adult education instructional activities. The remaining amount may be used for local administrative costs. Including planning, administration, travel, evaluation, personnel development and coordination. In cases where the administrative cost limit is too restrictive and would provide insufficient funds for the aforementioned non-instructional purposes, a grant applicant may submit a written request to the State Director of the Adult and Prison Education Resources Workgroup, to negotiate a higher administrative funding level. See Section 17 of this subgrant application. .

Programs must provide a minimum of 25% of the requested funding as matching funds.

The term “match” refers to the annual amount of state and local funds that a local program must provide in order to receive federal adult education funds. The matching amounts may not include the state funding for this ABE grant. Examples of allowable matching or cost sharing include:

- Allowable costs incurred by the state or local programs under the grant agreement;
- Value of the third party in-kind contributions for the period to which the cost-sharing or matching requirements apply;
- Value of donated services provided to a local program by individuals at rates consistent with those ordinarily paid for similar work in the organization or by employees of other organizations; and,

-
- Value of third party donated supplies and loaned equipment or space.
 - Amounts designated as matching funds may not be counted towards other federal grants or projects. The non-federal contribution may be provided in cash or in kind, fairly evaluated, and shall include only non-Federal funds that are used for adult education and literacy activities that are consistent with the purpose of the act. Tuition and fees collected from students may not go toward meeting federal matching, cost sharing, or maintenance of effort requirements related to this award. Matching funds must comply with OMB, EDGAR, AEFLA and local regulations.

IV. Reporting Requirements

To receive funding, applicants must be able to report progress towards performance targets via the LACES Data System. All data must be input on a weekly basis. The state will formally monitor LACES data on a quarterly basis to ascertain program performance. Informal monitoring will take place continuously over the grant period. The submission date for the final report June 30th.

Financial reports must be completed in compliance with the funding source. Reports for state funding must be completed by June 30 of each funding year. Reports for federal funding must be completed by July 31 of each funding year.

All applicants awarded funding must report award data and executive compensation data as required by the Federal Funding Accountability Act and must supply the Department of Education with a DUNS#.

V. Application Review Process

- Pre-screening
 - All applications must be submitted by the deadline.
 - All applications must include the required components, as outlined in this document.
 - Applications that are late or incomplete will not be reviewed
- Detailed Review
 - Eligible applications will be reviewed and scored by peer reviewers using the rubric included in this application.
 - Reviewers will have expertise in adult education service provision, content area; data collection; and the Delaware's Workforce Development Plan.
 - Funding levels will be impacted by scores attained on this rubric.
- Criteria Weight
- All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the peer evaluators to score applications:

Criteria	Weight
Program Leadership (Alignments, Collaboration, Indicators, Staffing)	30 Points
Experience (Past Effectiveness, Service Areas, Technology)	25 Points
Program Delivery (Program Quality, Intensity, Support Services)	30 Points
Pricing (Budget, Justification and Enrollment)	20 Points

- Applicants 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 an applicant’s capabilities so the responding applicant should be detailed in their proposal responses.

VI. Subgrant Application – Applicants must answer all questions.

1. Program Alignment with Delaware’s Workforce Development Plan –

Through the Workforce Innovation and Opportunity Act (WIOA), state agencies work collaboratively to support a workforce development system that addressed the employment and skills needs of current employees, job seekers, and employers.

The goals of the Delaware Workforce Development Board (DWDB) under WIOA are: (1) integrated service delivery across programs; (2) improved efficiency in service delivery; and (3) a workforce that possesses the knowledge and skills needed by Delaware employers. For further clarification, please see the DWDB’s website: <https://wib.delawareworks.com/documents/wioa/updatedplan.pdf>

- a. Describe how your project will be responsive to the DWDB’s goals listed above.*

2. Program Alignment with the Workforce Innovation and Opportunity Action Section 243 - Integrated English Literacy and Civics Education Services

(IELCE) – The goals of Section 243 focus on education services provided to English Language Learners who are adults, including professionals with degrees and credentials from their native countries, that enables such adults to achieve competency in the English language and acquire the basic and more advanced skills needed to function effectively as parents, workers and citizens in the United States. Such services shall include in literacy and English language acquisition and instruction on the rights and responsibilities of citizenship and civic participation and must include workforce training.

The definition for integrated education and training activities is “a service approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training for a specific occupation or occupational cluster for the purpose of educational or career advancement”.

- a. Identify any eligibility criteria your program will require for English Language Learners entering your project. Be sure to include any educational level requirements for participation.*

-
- b. *Identify the specific occupation or occupational clusters that will be the focus of your project and justify the choice(s) of occupation with data from the Delaware Workforce Development Plan. The areas identified must target in-demand occupations.*

The goal of this funding is to combine vocational training funded through other federal and/or state funded program with Title II Adult Education and Family Literacy Act funding to provide English Language Learners with specific vocational skills expanding their opportunities for sustainable family wages within the Delaware job market.

- c. *Identify who will provide the occupational training area(s) identified above and how that program is funded, e.g. Hopewell CNA Training Program funded through the Department of Labor. (To review a listing of DOL training providers, please see: joblink.delaware.gov and click on Training/Education.)*

3. **Service Provision Areas** – Services need to be delivered in areas where learners have a designated need and in locations accessible by students.

- a. *Describe the geographic area your proposal will service. Provide data that justifies the need for an Integrated English Language and Civics Education Program in the proposed area.*

4. **Past Effectiveness** - Programs must possess an ability to improve language skills of eligible participants.

- b) *Describe your program's past experience in working with English Language learners. Data regarding credential attainment rate; measureable skills gains rate; effectiveness in service employers; median earnings; employment rate; total number of individuals served; and program of study completed should be included.*
- c) *Please provide an organizational chart.*

5. **Collaboration with One Stop and Community Partners** - Programs must work collaboratively with other One Stop and community partners to provide services to eligible participants. For more on One Stop Partners, see <https://det.delawareworks.com/one-stop-system/System%20Partners.php>

- a. *Describe how your program will align activities and services with the other WIOA One-Stop and community partner services.*
- b. *Include any Memorandums of Agreements applicable to this project*

6. **Program Quality** - Programs must provide quality instruction based on the most rigorous research while also ensuring sufficient hours of instruction to achieve learning gains. For more information, see: https://lincs.ed.gov/professional-development/resource-collection/search-resources?keys=&field_rcis_topic_areas_value%5B%5D=Adult+English+Language+Learners

-
- a. *Describe how your program will provide instruction in English Language acquisition through contextualized instruction based on the vocational skills training being provided.*
 - b. *Describe how instruction in the vocational skills area will be provided.*
 - c. *Describe how your project will provide instruction on civic participation, rights and responsibilities of citizens, pathways to citizenship. Please include the curriculum that will be used to deliver the instruction.*
 - d. *Describe how your project will integrate self-management skills such as utilizing resources, using information, working with others, understanding systems and obtaining skills necessary for successful transition to employment and/or further education and training into your instruction.*
 - e. *Describe how your program will assist in placement of English Language Learners in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency.*

7. **Intensity of Services** – The IELCE program is a unique combination of academic and vocational instruction that provides English Language learners with additional workforce skills to enhance their employment opportunities within the Delaware workforce.

- a. *How many hours of academic instruction and how many hours of specific skills instruction, not including supplemental support, will your program offer over the course of the fiscal year?*
- b. *How many sessions will your program offer over the course of the fiscal year?*
- c. *Please complete the following class schedule chart indicating locations where instruction will take place.*

Location	Days/Hours of Academic Instruction	Days/Hours of Specific Skills Instruction
Ex. Poughkeepsie HS	Tues/Wed – 6:00pm – 8:00pm Saturday - 9:00am – 11:00am	Tues/Wed - 4:00pm – 6:00pm

8. **Program Capacity To Use Technology** – Programs must be able to effectively use technology, support services and varied delivery systems, including distance learning, to increase the amount and learning that leads to student progress.

- a. *Explain how your program will use technology, support services and varied instructional delivery processes to increase student participation resulting in improved performance.*

9. **High Quality Adult Education Staff** – All staff that provides instruction in the programs funded under this grant must be aware of evidence based research and best

practices in the field of Adult Education. All employed instructors must be certified in accordance with DDOE regulations. For more information, please see:

d) Licensing and Certification

<http://regulations.delaware.gov/AdminCode/title14/1500/index.shtml#TopOfPage>

e) Adult Education Permit

https://deeds.doe.k12.de.us/certificate/deeds_AEd_instruct.aspx

f) Adult Education Professional Development

<https://www2.ed.gov/about/offices/list/ovae/pi/AdultEd/aeprofdev.html>

a. Please complete the following chart including all staff assigned to this program by category:

Category	Number	Qualifications for position
Teachers Full Time		
Teachers Part Time		
Para instructional aides		
Administration (Program Mangers, etc.)		
Clerical Support		

b. Describe your program's professional development process that will ensure that staff is providing quality instruction and include some PD opportunities your program will offer in the chart below. Add additional lines as needed.

Topic	For Whom	Timeframe for presentation if selected for funding

10. **Support Services** - Many times, adult learners in order to be successful have need for support services in addition to the academic/workforce skills training provided by programs, such as daycare, transportation, etc.

a. Explain how your program will assist learners with these types of services to support their progress through your program.

11. **Projections for the Adult Education Performance Indicators**- An explanation of these performance outcomes can be found in Chapter 2 NRS Measure Definitions http://www.nrsweb.org/foundations/implementation_guidelines.aspx

a. Complete the following charts regarding the measureable skills gains indicators for the Student Categories your program will serve.

Category	FY 19 Tentative Performance Targets	Your Program's FY 19 Commitment
ESL Level 1	54% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 2	69% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 3	69% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 4	61% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 5	61% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.
ESL Level 6	63% of participants placed at this level will acquire the basic skills needed to complete this educational functioning level.	___% of participants placed at this level will acquire basic skills needed to complete this educational functioning level.

b. Core Outcome Indicators (complete all core outcomes targets)

Category	FY 19 Tentative Performance Targets	Your program's FY 19 Performance Targets
Employment (Second Quarter after Exit)	43% of participants will be employed	___% of participants will be employed
Employment (Fourth Quarter after Exit)	45% of participants will be employed	___% of participants will be employed
Credential Attainment	32% of participants will attain a credential	___% of participants will attain a credential
Median Earnings (Second Quarter after Exit)	\$3,708 will be the median earning	_____ will be the median earning for participants
Effectiveness in Serving Employers	52% of employers will be satisfied with services provided by Title II funded programs	___% of employers will be satisfied with services provided by your program

12. Enrollment Projection

- a. How many students will your program enroll (provide 12 hours of instruction or more) in FY 19?*

13. Financial Risk Assessment

- a. Please respond to the following as appropriate to your program. This information will not be scored. It is for informational purposes only.*

Local education agencies do not have to complete this financial risk assessment since the Department of Education conducts one on each LEA. The Department will share the results of the risk assessment with the grant's selection panel.

All other applicants please complete the following Financial Risk Assessment.

Question	Yes	No	N/A
Has the organization's business office staff changed within the last year?			
Does the organization use a paper based or an electronic financial record keeping system?			
Has the organization switched to a new computer account system lately?			
Does the organization have experience with previous federal and/or state grants?			
Does the organization perform an annual audit?			

14. **Administrative Costs Calculation Sheet** -This information will not be scored, it is for informational purposes only.

b. Please complete the following to calculate the proposal's administrative cost rate.

Professional Salaries _____
Non-Professional (Clerical and Aides) _____

Contracted
Audit _____
Telephone/Utilities/Facilities _____
Other _____

Supplies and Materials
Office (for non-instructional purposes) _____

Indirect Costs _____

Capital Outlay _____

TOTAL _____

Divide the TOTAL amount from above
by the total request of the grant _____

Percentage of Administrative Cost _____%

15. **Budget and Justification** -Be sure to label the budget page with "Adult Education Services/Integrated Literacy and Civics Education (IELCE)"

-
- a) *Complete the attached DDOE budget forms detailing costs for the operation of your center. Be sure to identify instructional or administrative costs after item on the budget sheet.*
 - b) *In the Budget Narrative, describe how your budget request aligns with the requirements of this RFP and supports the purposes of this application. Please include all staff positions to be paid through this project along with each staff member's pay rate and hours of work*