

State of Delaware  
Department of Education

February 26, 2019

ISSUED BY: ROXANN M. PARKER, CPPB  
STATE CONTRACT PROCUREMENT SUPERVISOR  
302-857-4555

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. DOE18100-SCHOOL\_SVC**  
**IN SCHOOL YOUTH SERVICES**

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**KEY CONTRACT INFORMATION**

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## OVERVIEW

1. The State of Delaware Department of Education (DOE) has executed a contract for In School Youth Programs to provide services focused on long-term intervention strategies that enable in-school youth to graduate high school, participate in advanced college and career readiness coursework, and enter competitive employment and/or postsecondary enrollment.

## 2. CONTRACT PERIOD

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This contract shall be valid for a sixteen (16) month period beginning March 1, 2019 and ending June 30, 2020. The contract may be renewed for two (2) one (1) year periods through negotiation between the contractor and the State. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

## 3. VENDOR

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Jobs for Delaware Graduates, Inc.  
381 W. North St.  
Dover, DE 19904

Contact: Beverly Knight-Adkins  
Phone: 302-734-9341  
Email: [bknight@jdginc.org](mailto:bknight@jdginc.org)  
FSF Number: 0000025444

## 4. DOE CONTRACT MANAGER

Luke Rhine  
Department of Education  
401 Federal St. Suite 2  
Dover, DE 19901  
[Luke.rhine@doe.k12.de.us](mailto:Luke.rhine@doe.k12.de.us)  
302-857-4015

## 5. PRICING

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The total fixed fee for services rendered as per Appendix A, for the sixteen (16) month initial term is \$666,849.00.

Should this contract be extended for the additional two (2) one (1) year renewal terms, the fixed fee for services rendered shall not exceed \$500,137.00 per year.

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## **6. BILLING**

The vendor shall submit invoices monthly in accordance with the payment schedule in Appendix A. Invoices shall be set to:

Department of Education  
401 Federal Street, Suite 2  
Attn: CTE, Luke Rhine  
Dover, DE 19901

## **7. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **8. PURCHASE ORDERS**

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE18100-SCHOOL\_SVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## **9. BACKGROUND CHECKS**

Pursuant to 31 Del C. §309, any vendor, employee, or contractor of a vendor or independent contractor that, as a result of this contract 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 finger-printed Delaware and national background check completed by the State Bureau of Identification (SBI) as well as Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirement have been successfully met.

## **10. REQUIREMENTS**

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **11. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## 12. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## 13. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## 14. AGENCY'S RESPONSIBILITIES

The Agency shall:

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