



DELAWARE HEALTH  
AND SOCIAL SERVICES

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**Division of Management Services**  
1901 N. DuPont Highway  
New Castle, DE 19720

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**REQUEST FOR PROPOSAL NO. HSS-13-025**

**FOR**

**SCHOOL TURNAROUND AMERICORPS INITIATIVE**

**FOR**

**Division of State Service Centers**  
**Charles Debnam Building**  
**1901 N. DuPont Highway**  
**New Castle, DE 19720**

Deposit  
Performance Bond

Waived  
Waived

**Date Due: April 15, 2013**  
**11:00 A.M. LOCAL TIME**

## **REQUEST FOR PROPOSAL # HSS #-13-025**

**Sealed Proposals** for School Turnaround AmeriCorps for the Division of State Service Centers], will be **received** by:

Delaware Health and Social Services  
Herman M. Holloway Sr. Campus  
Procurement Branch  
Main Administration Bldg, Sullivan Street  
Second Floor, Room #257  
1901 North DuPont Highway, New Castle, Delaware 19720

Proposals will be accepted until **11A.M., April 15, 2013**. At which time the proposals will be opened and recorded.

### **Obtaining Copies of the RFP**

This RFP is available in electronic form [only] through the State of Delaware Procurement Website at <http://bids.delaware.gov>.

### **Public Notice**

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

### **NOTIFICATION TO BIDDERS**

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR HSS NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

KIERAN MOHAMMED  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN ADMIN BLD, SULLIVAN STREET  
2<sup>ND</sup> FLOOR –ROOM  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: 302-255-9291

**IMPORTANT: DELIVERY INSTRUCTIONS**

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE PROCUREMENT UNIT OF THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.

ATTENTION BIDDERS: Your proposal must include a cover letter and the forms in Appendices C, D & E signed and with all information on the forms complete.

**The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, [Division of State Service Centers], to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement upon fifteen (15) days notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.**

**Organizations Ineligible to Bid**

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

**REQUEST FOR PROPOSAL FOR SCHOOL TURNAROUND AMERICORPS INITIATIVE  
FOR  
DIVISION OF STATE SERVICE CENTERS**

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of School Turnaround AmeriCorps Initiative. Contract renewal is possible for up to 3 additional years contingent on funding availability and task performance.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Charles A. Harris, AmeriCorps Program Director  
charles.a.harris@state.de.us  
302-255-9881

**Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of State Service Centers staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Charles A. Harris is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by March 27, 2013 and the complete list of questions and their answers will be released via e-mail or fax to the vendors that submitted any questions. The complete list of questions and their answers will also be posted on the internet at <http://bids.delaware.gov>

Following the questions deadline, bidder communication is limited to Kieran Mohammed, Procurement Administrator, Delaware Health and Social Services. The central phone number for the Procurement office is 302-255-9291.

**Contact with State Employees**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact(s) 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. In the case of such exception, communication may not include an active RFP.

**REQUEST FOR PROPOSAL FOR SCHOOL TURNAROUND AMERICORPS INITIATIVE  
FOR  
DIVISION OF STATE SERVICE CENTERS**

**I. INTRODUCTION**

**A. Background**

**Delaware State Specific Information**

Program applying for AmeriCorps funds to operate exclusively within Delaware must apply through Serve Delaware (the Governor's Commission for Community and Volunteer Service). The Commission receives funding from the Corporation for National and Community Service (CNCS).

Serve Delaware is a 25 member bipartisan board appointed by the Governor with a mission to enrich lives and communities by advocating service and volunteerism in Delaware. Serve Delaware pursues its mission through the administration of AmeriCorps grants, training and collaborations partnerships with public and private organizations interested in volunteerism and service. Serve Delaware currently funds four (4) AmeriCorps State programs in the state.

**B. Project Goals**

The School Turnaround AmeriCorps initiative is a collaborative effort by the Corporation for National and Community Service (CNCS) and the U.S. Department of Education (ED) to increase educational achievement, high school graduation rates, and college readiness for students in our nation's lowest-performing elementary, middle, and high schools.

The mission of CNCS is to improve lives, strengthen communities, and foster civic participation through service and volunteering. CNCS—through its AmeriCorps and Senior Corps programs and through the Social Innovation Fund—has helped to engage millions of citizens in meeting community and national challenges through service and volunteer action. CNCS seeks to direct the power of national service to solve a common set of challenges, expand opportunities for all Americans to serve, build the enduring capacity of individuals,

organizations, and communities to effectively use service and volunteering to solve community problems, and embrace innovative solutions that work.

The mission of ED is to promote student achievement and preparation for global competitiveness by fostering educational excellence and ensuring equal access. One of ED's key priorities is supporting state and local efforts to turn around the nation's lowest-performing schools. Through programs including School Improvement Grants (SIG), Race to the Top (RTT), and Elementary and Secondary Education Act (ESEA) flexibility, ED has focused resources and support on these schools, and states and local educational agencies (LEAs) have committed to making dramatic change in these schools to improve student achievement and increase graduation rates.

ED's SIG program provides grants to state educational agencies (SEAs) that make competitive subgrants to LEAs that demonstrate the greatest need for the funds and the strongest commitment to use the funds to provide adequate resources in order to raise substantially the achievement of students in the state's lowest-performing schools. Under the final SIG requirements, set forth in 75 FR 66363 (Oct. 28, 2010), schools eligible for SIG funds generally include the lowest-achieving five percent of Title I<sup>1</sup> schools identified for improvement, corrective action, or restructuring; Title I and Title I-eligible secondary schools with graduation rates less than 60 percent over a number of years; and the lowest-achieving five percent of a state's secondary schools that are eligible for, but do not receive, Title I funds. In addition to low student performance and graduation rates, these schools are also characterized by high rates of disciplinary challenges and low academic expectations.

The SIG program, as redesigned by the Obama Administration in 2009, has invested up to \$6 million per school over three years at more than 1,300 of the nation's lowest-performing schools. LEAs and schools receiving SIG funds commit to implement rigorous school intervention models that include, for example, replacing the school leader, increasing learning time, providing on-going, high-quality job-embedded professional development, and promoting the continuous use of student data to inform and differentiate instruction in order to meet the academic needs of individual students.

As of January 1, 2013, 34 states and the District of Columbia are approved for ESEA flexibility, under which ED has granted waivers from certain requirements of the Elementary and Secondary Education Act of 1965, as

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<sup>1</sup> "Title I" refers to Title I, Part A of the ESEA (20 U.S.C. §§ 6301 *et seq.*).

amended by the No Child Left Behind Act of 2001, in order to support state and LEA efforts to move forward with reforms that will improve student achievement and increase the quality of instruction. In order to receive ESEA flexibility, a state is required to, among other things, identify the lowest-performing five (5) percent of Title I schools in the state as “priority schools” and implement meaningful interventions in these schools for at least three years, similar to the requirements of the SIG program.<sup>2</sup> States are beginning to implement interventions in their priority schools in the 2012–2013 school year, and must implement interventions in all priority schools by the 2014–2015 school year.

School Turnaround AmeriCorps, in coordination with local school and LEA turnaround efforts under SIG and ESEA flexibility, will support schools and communities in improving student performance. The program reflects CNCS's and ED's commitment to increasing opportunities for children in disadvantaged communities through high-quality education. School Turnaround AmeriCorps also expands on the efforts of Together for Tomorrow (TFT), a cooperative initiative among ED, CNCS, and the White House Office of Faith-based and Neighborhood Partnerships to boost community engagement in turning around the nation's lowest-performing schools.

This *Serve Delaware's School Turnaround AmeriCorps State 2013 Notice of Funding Opportunity (Notice)* should be read together with the AmeriCorps regulations 45 CFR Sections 2520 – 2550 and the *Serve Delaware's School Turn Around State 2013 Application Instructions (Instructions)*.

In accordance with the Obama Administration's emphasis on open government, CNCS and ED are committed to openness and transparency in grantmaking. The following information pertaining to this competition will be published on the CNCS website (<http://nationalservice.gov/about/open/grants.asp>) and the ED website (<http://www2.ed.gov/programs/sif/index.html>) within 90 business days after all grants are awarded:

- A list of all applications submitted that complied with submission requirements.
- Executive summaries of all compliant applications prepared by the applicants as part of the application.
- Copies of the SF424 and Program Narrative submitted by successful applicants.

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<sup>2</sup> Additional information about ESEA flexibility is available in the document *ESEA Flexibility*, June 7, 2012 (available at <http://www.ed.gov/esea/flexibility>).

Publication of this Notice of Federal Funding Opportunity (*Notice*) does not obligate CNCS or ED to award any specific number of grants or any specific amount of funding.

## **I. FUNDING OPPORTUNITY DESCRIPTION**

### **A. Purpose of School Turnaround AmeriCorps Funding**

This *Notice* invites applications for AmeriCorps grants from eligible organizations that improve academic outcomes for students in eligible schools. Section III.A. outlines the organizations eligible to apply. For purposes of this *Notice*, eligible schools are defined as Tier I and Tier II schools that are receiving SIG funds to implement one of the four SIG models<sup>3</sup>; Tier I and Tier II schools that, at the time of the applicant's application submission, have been formally notified that they will receive SIG funds to implement a SIG model in the 2013-2014 school year; and priority schools that are implementing in the 2012-2013 school year or will implement in the 2013-2014 school year interventions aligned with the ESEA flexibility turnaround principles<sup>4</sup>. Grants will fund projects that serve eligible schools not currently served by a national service program (e.g., AmeriCorps State and National, Volunteers in Service to America (VISTA), Foster Grandparents, etc.), or will support expansion and better coordination of existing national service activities in those schools. All projects funded under this *Notice* are expected to improve student academic performance, academic engagement, attendance outcomes, or some combination thereof, in eligible schools.

Grants will fund projects that address multiple student needs and are aligned with comprehensive school turnaround plans. All grants funded under this *Notice* must include one or more of the following:

- Providing ongoing mechanisms for family and community engagement.

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<sup>3</sup> For a listing of SIG schools, please visit <http://www2.ed.gov/programs/sif/awardedchs.xls>. As described in this *Notice*, only those SIG schools that are Tier I or Tier II schools and are implementing one of the four SIG models may be served by grantees.

<sup>4</sup> To be eligible to receive services by programs funded through School Turnaround AmeriCorps grants, schools must have been identified as a priority school by their SEA at the time of the applicant's application submission and must either (1) be implementing interventions aligned with the turnaround principles in the 2012-2013 school year or (2) are committed to implement interventions aligned with the turnaround principles in the 2013-2014 school year.

Lists of priority schools are posted on the website of each state educational agency.

- Establishing a school culture and environment that improve school safety, attendance, and discipline and address other non-academic factors that impact student achievement, such as students' social, emotional, and health needs.
- Accelerating students' acquisition of reading and mathematics knowledge and skills;
- Increasing graduation rates through strategies such as early warning systems, credit-recovery programs, and re-engagement strategies.
- Increasing college enrollment rates through college preparation counseling assistance to include completing the Free Application for Federal Student Aid (FAFSA) and college applications, and educating students and their families on financial literacy for college; or
- Supporting school implementation of increased learning time.<sup>5</sup>

These six strategies are aligned with those required of SIG schools in implementing their intervention models, as well as the requirements associated with priority schools that are implementing the turnaround principles under ESEA flexibility. In addition, these strategies are based on research on turning around the lowest-performing schools.<sup>6</sup>

Leveraging community, LEA, and school-level support systems can be an important component in comprehensive turnaround efforts. As such, CNCS and ED encourage applicants to partner with multiple eligible schools within an LEA and coordinate turnaround efforts among multiple school sites. Doing so will enable applicants to take advantage of economies of scale, and aid in changing community, LEA, and school cultures.

To maximize the impact of the public investment in national service and school improvement, School Turnaround AmeriCorps grants will be awarded to eligible organizations that use data and work directly with

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<sup>5</sup> *Increased learning time* means using a longer school day, week, or year schedule to significantly increase the total number of school hours to include additional time for (a) instruction in core academic subjects including English, reading or language arts, mathematics, science, foreign languages, civics and government, economics, arts, history, and geography; (b) instruction in other subjects and enrichment activities that contribute to a well-rounded education, including, for example, physical education, service learning, and experiential and work-based learning opportunities that are provided by partnering, as appropriate, with other organizations; and (c) teachers to collaborate, plan, and engage in professional development within and across grades and subjects. (75 FR 66367)

<sup>6</sup> For a summary of research supporting the interventions implemented under SIG and ESEA flexibility, please visit <http://www2.ed.gov/policy/elsec/leg/blueprint/college-career-ready.pdf>.

school leaders to identify needs and develop interventions that are aligned with LEA and school turnaround efforts.

To be funded under this *Notice*, programs must use AmeriCorps members to improve educational outcomes for students in eligible schools through evidence-informed interventions, as defined in this *Notice* (Appendix A). An AmeriCorps member is an individual who engages in community service through an approved national service position. Members may receive a living allowance and other benefits while serving. Upon successful completion of their service, members receive a Segal AmeriCorps Education Award from the National Service Trust.

## **B. National Performance Measures**

The Serve America Act (SAA) emphasizes measuring the impact of service and focusing on a core set of issue areas. CNCS's five-year Strategic Plan establishes an ambitious set of objectives that support the mission and goals to implement the SAA. National Performance Measures allow CNCS to demonstrate aggregated impact of all its national service programs, including AmeriCorps State and National. National Performance Measures include Priority and Complementary Measures. This *Notice* focuses on a specific set of educational performance measures (Section IX). Applicants are **required** to use the specific priority education performance measures outlined in this *Notice* to assess the outcomes of their funded project. For more information, please refer to the National Performance Measure Instructions for this *Notice*.

## SCOPE OF SERVICES

### II. AWARD INFORMATION

#### A. Funding Available

CNCS and ED expect to make \$5 million available for this grant competition. The actual level of funding is subject to the availability of full-year appropriations.

#### B. Award Amount

Awards will provide both operating funds and AmeriCorps member slots. Award amounts will vary. Grant amounts may be lower than the requested amount. Applicants are encouraged to apply for a minimum of 20 Member Service Years (MSYs). CNCS and ED expect to make annual grant awards of between \$250,000 and \$1,000,000 for cost reimbursement grants and between \$16,000 and \$80,000 for education-award fixed-amount grants. For award size limitations, please refer to the maximum cost per MSY requirements (Section III.D.3-4).

#### C. Award Period

Unless otherwise specified, the grant generally covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. In most cases, the application is submitted with a one-year budget. Continuation funding for year 2 and year 3 is contingent upon satisfactory performance, demonstrated capacity to manage the grant, compliance with grant requirements, and availability of federal appropriations. CNCS and ED reserve the right to adjust the amount of a grant award for subsequent years, or elect not to continue funding on any or all of these bases.

#### D. Types of Grants

There are three types of AmeriCorps grants in this competition. These are described below. CNCS recommends consulting the AmeriCorps State and National [Fit Finder](http://www.americorps.gov/fitfinder/) to decide which type of grant best aligns with the proposed project (<http://www.americorps.gov/fitfinder/>).

##### 1. AmeriCorps State Grants

These grants are for organizations planning to operate an AmeriCorps program in a single state. Organizations apply through a State Commission. A single-state applicant will be instructed by a State Commission to apply directly to CNCS if the Commission is not accepting applications for grants under this *Notice*.

## **2. National Direct Grants**

These grants are for organizations planning to operate in more than one state. Organizations apply directly to CNCS.

## **3. Indian Tribe Grants**

These grants are competitively awarded to Indian Tribes. An Indian Tribe is defined as a federally recognized Indian Tribe, band, nation, or other organized group or community, including any Native village, Regional Corporation, or Village Corporation, as defined under the Alaska Native Claims Settlement Act (43 U.S.C. § 1602), that the United States Government determines is eligible for special programs and services provided under Federal law to Indians because of their status as Indians. Indian Tribes also include tribal organizations controlled, sanctioned, or chartered by one of the entities described above.

A nonprofit that desires to apply for a grant as a “tribal organization” on behalf of a federally-recognized tribe, or multiple specific federally-recognized tribes, must submit a sanctioning resolution adopted by the Tribal Council (or comparable tribal governing body) of each tribe. The resolution must identify the nonprofit by name as a “tribal organization” and it must authorize the nonprofit organization to act on behalf of and include the tribe in a CNCS grant application for the purpose of conducting the activities and providing the services described in the application.

## **E. Types of Funding**

AmeriCorps grants can be awarded on a cost reimbursement or fixed-amount basis.

### **1. Cost Reimbursement Grants**

Cost reimbursement grants fund a portion of program operating costs and member living allowances with flexibility to use all of the funds for allowable costs regardless of whether or not the program recruits and retains all AmeriCorps members. There is a grantee cost share requirement for these grants. These grants are awarded to organizations operating in a single state or in more than one state.

## **2. Education Award Fixed-Amount Grants (EAP)**

Programs apply for a small fixed-amount per MSY and use their own resources to cover all other costs. Programs can access funds under the grant based on the number of members they enroll. EAPs may enroll less-than-full-time members in addition to full-time members. There are no match or financial reporting requirements, but programs must raise significant funds through other sources to operate the program. CNCS does not encourage organizations that do not already operate an AmeriCorps program to apply for a fixed-amount grant.

### **III. ELIGIBILITY**

#### **A. Eligible Organizations**

Public or private nonprofit organizations, including faith-based and other community organizations; schools or LEAs; institutions of higher education; government entities within states (e.g., cities, counties); Indian Tribes; and labor organizations, are eligible to apply. Partnerships and consortia of these entities are encouraged to apply, with one entity of an applying partnership or consortia designated as the lead applicant.

Organizations that have been convicted of a Federal crime are disqualified from receiving the assistance described in this *Notice*. Pursuant to the Lobbying Disclosure Action of 1995, an organization described in Section 501(c)(4) of the Internal Revenue code of 1986, 26 U.S.C. 501(c)(4), that engages in lobbying activities is not eligible to apply.

Existing AmeriCorps grantees may apply; however, receiving funding previously from CNCS or another federal agency is not a prerequisite to applying under this *Notice*.

Organizations that have never received funding from CNCS or AmeriCorps are eligible to apply for the grants described in this *Notice*. New organizations should submit applications with the understanding that the general practice is to award no more than 50 member slots for new grantees.

Failure to submit a Notice of Intent to Apply by the deadline will make an applicant ineligible to apply.

### **1. States and Territories with Commissions**

Organizations proposing a project that operates in only one state must apply to this competition through their Governor-appointed State or Territory Commission. Each state and territory administers its own selection process and puts forward to CNCS the applicants they select to compete for funding. Organizations should contact their State Commission to learn about their state or territory processes and deadlines. The list of State and Territory Commissions can be found here: <http://www.americorps.gov/about/contact/statecommission.asp>. A single-state applicant will be instructed by a State Commission to apply directly to CNCS if the Commission is not accepting applications for grants under this *Notice*.

### **2. Multi-State Applicants**

Organizations that propose to operate AmeriCorps programs in more than one state or territory apply directly to CNCS.

### **3. Indian Tribes**

Indian Tribes apply directly to CNCS.

## **B. Match Requirements**

### **1. EAP**

There is no match requirement for fixed-amount grants. However, the fixed-amount grant does not cover all costs. Fixed-amount grantees provide the additional resources needed to operate the program, but are not required to track or report on them.

### **2. Cost Reimbursement Grants (non-fixed amount)**

A first-time successful applicant must provide a grantee share of 24 percent of the total costs for the first three-year funding period. Starting with year four for grantees that successfully compete for new awards, the grantee

share gradually increases every year to 50 percent by year ten, according to the minimum overall share chart found in 45 CFR § 2521.60. For purposes of determining the applicable match schedule, CNCS will assess match level based on the particular grant and project in the application and not the legal applicant. Thus one legal applicant may be able to receive funding for separate projects under separate grants subject to different match levels. See 45 CFR § 2522.340 for more information about this topic.

Section 121(e)(5) of the National Community Service Act (NCSA) requires programs that use other federal funds as match for an AmeriCorps grant to report the amount and source of these funds to CNCS on the Federal Financial Report.

### **3. Indian Tribes**

Indian Tribal Government programs are subject to the same match requirements as other grantees. However, in accordance with Executive Order 13175, "Consultation and Coordination with Indian Tribal Governments," CNCS may expedite approving waivers of match requirements. For full information on applying for a Tribal waiver, send a request for instructions to [TribalMatchWaiver@cns.gov](mailto:TribalMatchWaiver@cns.gov).

### **4. Alternative Match**

Under certain circumstances, applicants may qualify to meet alternative match requirements that increase over the years to 35 percent instead of 50 percent as specified in the regulations at 45 CFR § 2521.60(b). To qualify, applicants must demonstrate that the proposed project is either located in a rural county or in a severely economically distressed community as defined in the Application Instructions. Single-state applicants must contact the Commission for submission instructions. Multi-state applicants that plan to request an alternative match schedule must submit a request by the application deadline. Multi-state applicants must submit requests to [ACAlternateMatchScheduleRequests@cns.gov](mailto:ACAlternateMatchScheduleRequests@cns.gov). Subject: School Turnaround AmeriCorps.

### **C. Dun and Bradstreet Universal Numbering System (DUNS) and System for Award Management (SAM)**

Applications must include a DUNS number and an Employer Identification Number. The DUNS number does not replace an Employer Identification Number. All applicants must be registered with the Systems for Award Management (SAM).

DUNS numbers may be obtained at no cost by calling the DUNS number request line at (866) 705-5711 or by applying online: <https://www.sam.gov/portal/public/SAM/>. The website indicates a 24-hour e-mail turnaround time on requests for DUNS numbers. However, we suggest registering at least 30 days in advance of the application due date. Expedited DUNS numbers may be obtained by following instructions found here: <http://smallbusiness.dnb.com/establish-your-business/12334338-1.html>.

SAM combined the federal procurement system and the Catalog of Federal Domestic Assistance into one new system. SAM collects, validates, stores, and disseminates data in support of Federal agency contracts, grant awards, cooperative agreements, and other forms of federal assistance. All grant recipients are required to maintain a valid registration, which must be renewed annually.

Applicants that are not already registered with SAM should begin the registration process immediately in order to avoid any delays in submitting applications. Applicants must have a DUNS number in order to register with SAM. To register online go to <https://www.sam.gov/portal/public/SAM/>.

## **D. Other Requirements**

### ***1. Member Living Allowance***

The proposed budget must include a living allowance for full-time members that is between \$12,100 (minimum) and \$24,200 (maximum) per member except as noted below. A living allowance is not considered a salary or a wage.

Programs are not required to provide a living allowance for members serving in less than full-time terms of service. If a program chooses to provide a living allowance to a less than full-time member, it must comply with the maximum limits in the Table below. For cost-reimbursement grants, the amount must be included in the proposed budget as either CNCS or grantee share.

While fixed-amount grant applicants are not required to submit detailed budgets, they are still required to provide a living allowance that complies with the minimum and maximum requirements for full-time members

and the maximum limits for less than full-time members if paying a living allowance. Fixed-amount grant applicants should indicate in the narrative if they are paying a living allowance and specify the amount.

**Table 1: Minimum and Maximum Living Allowance**

Service Term	Minimum # of Hours	Minimum Living Allowance	Maximum Total Living Allowance
Full-time	1700	\$12,100	\$24,200
One-year Half-time	900	n/a	\$12,800
Reduced Half-time	675	n/a	\$9,600
Quarter-time	450	n/a	\$6,400
Minimum-time	300	n/a	\$4,260

**2. Exceptions to the Living Allowance Requirements  
(for national service programs existing prior to September 21, 1993)**

If a program existed prior to September 21, 1993, a living allowance is not required. If an applicant chooses to offer a living allowance, it is exempt from the minimum requirement of \$12,100, but not the maximum requirement of \$24,200.

**3. Maximum Cost per MSY**

Maximum costs per MSY are set forth in Table 2 below. CNCS considers cost per MSY in making funding decisions. New applicants that submit an application with a low cost per MSY and existing grantees that submit with a lower cost per MSY than currently funded may receive higher priority for funding. One MSY is equivalent

to a full-time AmeriCorps position. The cost per MSY is determined by dividing the CNCS share of budgeted grant costs by the number of MSYs requested. It does not include childcare or the value of the education award a member may earn. The maximum cost per MSY an applicant may request is determined on an annual basis.

**Table 2: 2013 Maximum Cost per MSY for School Turnaround AmeriCorps**

Grant Program	Maximum
Individual Competitive State Program (cost-reimbursement)	\$13,300
Multi-state (cost-reimbursement)	\$13,300
Indian Tribes	\$13,300
Education Award Program Fixed-amount Grant	\$800
State Commission Average (of all its subgrants)	\$13,300

**4. Exceptions to the Maximum Cost per MSYs for School Turnaround AmeriCorps**

CNCS and ED encourage applicants that propose high-quality programs to support school turnaround efforts in eligible Tribal and rural schools to apply for School Turnaround AmeriCorps. For cost-reimbursement grants, CNCS will consider a higher cost per MSY (up to \$17,500) for Indian Tribes and programs that serve rural schools. Applicants must demonstrate a significant presence in rural schools measured by the number of AmeriCorps members that will be placed in rural schools to warrant a higher cost per MSY. Applicants must also include a justification in their application that demonstrates a need for the higher cost. Applicants should include this request as part of the response to the Cost Effectiveness and Budget Adequacy section of the selection criteria.

For the purpose of this Notice, a rural school is a school located in an LEA that is eligible under the Small Rural School Achievement (SRSA) program or the Rural and Low-Income School (RLIS) program authorized under Title VI, Part B of the ESEA. Eligible applicants may determine whether a particular LEA is eligible for these programs by referring to information on ED's website at <http://www2.ed.gov/nclb/freedom/local/reap.html>.

### **5. Member Enrollment and Retention Requirements for Existing Grantees**

We expect grantees to enroll all the members included in their grant award and pursue the highest retention rate possible. Enrollment and retention rates have a direct bearing on the number of slots and the size of awards approved in this process. Existing AmeriCorps programs that have not achieved full enrollment in the previous year must provide an explanation and a corrective action plan in their application. We recognize retention rates may vary among equally effective programs depending on the program model. Grantees that have not achieved full retention in the most recently completed program year must provide an explanation and a corrective action plan in their application.

### **6. Amount of the Segal AmeriCorps Education Award for FY 2013**

AmeriCorps members serving in programs funded with FY 2013 dollars who successfully complete a term of service will receive an Education Award from the National Service Trust of \$5,550 for a year of full-time service, with proportionally smaller awards for less-than-full-time service. The amount of the Education Award is determined on the basis of the Pell Grant award. A member has up to seven years after his or her term of service has ended to use the Award.

**Table 3: Term of Service and FY13 Education Award**

Term of Service	Minimum # of Hours	FY13 Education Award
Full Time	1700	\$5,550
One-Year Half Time	900	\$2,775
Two-Year Half Time	900	\$2,775
Reduced Half Time	675	\$2,114
Quarter Time	450	\$1,468
Minimum Time	300	\$1,175

## IV. APPLICATION AND SUBMISSION INFORMATION

### A. How to Apply

Organizations that propose to operate in one state apply directly to the State Commission for the state in which they will operate. Single-state applicants must contact their State Commission for state-specific deadlines and application instructions. A single-state applicant will be instructed by a State Commission to apply directly to CNCS if the Commission is not accepting applications for grants under this *Notice*.

Organizations that propose to operate in more than one state apply directly to CNCS. Indian Tribes may apply through a State Commission, or directly to CNCS.

This *Notice* should be read together with the AmeriCorps regulations, 45 CFR §§ 2520–2550, the Application Instructions, and the Performance Measure Instructions which are incorporated by reference. The *Notice* and Application Instructions can be found at [http://www.americorps.gov/for\\_organizations/funding/nofa.asp](http://www.americorps.gov/for_organizations/funding/nofa.asp). The full regulations are available online at <http://www.gpo.gov/fdsys/pkg/CFR-2012-title45-vol4/pdf/CFR-2012-title45-vol4.pdf>. The TTY number is 800-833-3722. For a printed copy of related material, call 202-606-7508.

#### 1. Notice of Intent to Apply (Required)

Delaware State applicants are required to send a Notice of Intent to Apply by April 1, 2013 by 11 a.m. EST to Charles A. Harris, [charles.a.harris@state.de.us](mailto:charles.a.harris@state.de.us) with the SUBJECT: School Turnaround AmeriCorps Notice of Intent to Apply. Serve Delaware will not consider notifications received after the due date. **Failure to submit a Notice of Intent to Apply will render an applicant ineligible to apply.**

## III. SPECIAL TERMS AND CONDITIONS

### A. Length of Contract

Contract term is one (1) year with the possibility of renewal for up to two (2) additional years contingent on funding and satisfactory performance.

## **B. Subcontractors**

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of State Service Centers.

## **C. Funding Disclaimer Clause**

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

## **D. Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Select a proposal other than the one with the lowest cost;
- Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;

- Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the next most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

#### **E. Termination Conditions**

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

The Contract may be terminated in whole or part:

- a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

**F. Contractor Monitoring/Evaluation**

The contractor may be monitored/evaluated on-site on a regular basis. Failure of the contractor to cooperate with the monitoring/evaluation process or to resolve any problem(s) identified in the monitoring/evaluation may be cause for termination of the contract.

**G. 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.

**H. W-9 Information Submission**

**Awarded** vendors will be required to submit their Form W-9 by accessing this website, <http://accounting.delaware.gov/>. The vendor will complete the secure form, read the affirmation, and submit the form by clicking the "Submit" button. Delaware Division of Accounting staff will review the submitted form for accuracy, completeness, and standardization. Once all the requirements are met, the form will be uploaded to the vendor file and approved. The vendor is then able to be paid for services provided.

For those vendors that do not have internet access, a printable version of the Delaware Substitute Form W-9 can be faxed or mailed to the vendor. Upon completion, the vendor will then fax or mail the form directly to the vendor staff at the Delaware Division of Accounting. All vendor requests, additions and changes, will come directly from the vendor. Questions for vendors who do not have internet access, contact vendor staff at (302) 734-6827.

**This applies only to the successful bidder and should be done when successful contract negotiations are completed. It is not a required to be done as part of the submission of the bidder's proposal.**

## I. 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 Vendors.

A Usage Report (Attachment 1) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Appendix H) shall be submitted electronically in EXCEL and sent as an attachment to charles.a.harris@state.de.us. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

## IV. FORMAT AND CONTENT OF RESPONSE

Proposals shall contain the following information, adhering to the order as shown:

### A. Bidder's Signature Form

This form, found in the Appendix C, must be completed and signed by the bidder's authorized representative.

### B. Title Page

The Title page shall include: 1) the RFP subject; 2) the name of the applicant; 3) the applicant's full address; 4) the applicant's telephone number; 5) the name and title of the designated contact person; and 6) bid opening date **April 15, 2013, 11 A.M. Local Time.**

### **C. Table of Contents**

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

### **D. Confidential Information**

The following items, if required in response to this RFP, are to be included in a separate section of your proposal and marked as confidential. These items are: 1) any financial information relating to the company or organization (not the RFP pricing or budget); 2) Organization Charts.

### **E. Qualifications and Experience**

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

### **F. Bidder References**

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **G. Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

#### **H. Certification and Statement of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendices D & E)

#### **I. Standard Contract**

Appendix G is a copy of the standard boilerplate contract for the State of Delaware, Delaware Health and Social Services, Division of State Service Centers. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal. Execution of the contract is NOT required with proposal submission. The contract is provided as a courtesy for review by an interested bidder's legal group.

## V. BUDGET

Vendor will submit a line item budget, **for each contract year**, using a format mirroring that in Appendices A & B. Modifications to the budget after the award must be approved by the Division of State Service Centers. Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

## VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

**There are two required steps for submitting your proposals to Serve Delaware. Please note that both of these steps must be completed in order for your application to be considered as successfully submitted.**

### **STEP A. Number of Copies Required**

Two (2) original **CDs** (Each Labeled as "Original") and six (6) **CD** copies (Each labeled as "Copy"). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) additional CDs (Each labeled "Corporate Confidential Information"). All CD files shall be in PDF and Microsoft Word formats. Additional file formats (i.e. .xls, .mpp) may be required as requested.

**It is the responsibility of the bidder to ensure all submitted CDs are machine readable, virus free and are otherwise error-free. CDs (or their component files) not in this condition may be cause for the vendor to be disqualified from bidding.**

Bidders will no longer be required to make hard copies of proposals **with the exception that** one copy of a Cover Letter along with one copy each of Appendices C, D, & E must be submitted in hardcopy with original signatures.

The cover letter should include: bidder recognition of all addenda posted on the RFP website (<http://bids.delaware.gov>.) relative to this RFP, a statement confirming the proposal remains effective

through the date shown in **(D)** below, a statement the bidder has or agrees to obtain a Delaware business license if awarded a contract, a statement confirming pricing was arrived at without collusion.

The responses to this RFP shall be submitted to:

Kieran Mohammed  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building, Sullivan Street  
Second Floor, Room 257  
1901 North duPont Highway  
New Castle, DE 19720

## **STEP B. ONLINE SUBMISSION (EGRANTS)**

### **1. Submitting in eGrants**

Applicants must submit their applications electronically via the CNCS web-based system, [eGrants](#). Applicants should create an eGrants account and begin the eGrants application creation process at least three weeks before the deadline. Applicants should draft the application as a word processing document, then copy and paste the document into the appropriate eGrants fields no later than 10 days before the deadline.

Contact the National Service Hotline at 800-942-2677 or [https://questions.nationalservice.gov/app/ask\\_eg](https://questions.nationalservice.gov/app/ask_eg) if a problem arises while creating an account, or while preparing or submitting an application. National Service Hotline hours are Monday through Thursday: 9:00 a.m. to 7:00 p.m. EST. Be prepared to provide the application ID, organization's name, and the Notice to which the organization is applying.

If technical issues will prevent an applicant from submitting an application on time, please contact the National Service Hotline prior to the deadline to explain the technical issue and receive a ticket number. If the issue cannot be resolved by the deadline, the applicant must continue working with the National Service Hotline to submit via eGrants.

Required supporting attachments (e.g., letter(s) of support from schools and LEAs) should be emailed by the application deadline to [charles.a.harris@state.de.us](mailto:charles.a.harris@state.de.us) **SUBJECT: School Turnaround AmeriCorps** and reference the legal applicant's name and eGrants Application ID. Include the name of the document and organization in the file name. Letter(s) of support should be submitted as a single document and not multiple files.

State Commissions must submit separate files for each state program. Refer to Section IV.D. Coordination with State and Local Education Agencies for guidance on the elements of inclusion.

### **Page Limits**

In eGrants, applicants will enter text in the following fields:

- Executive Summary: a brief paragraph, maximum of a half-page
- Executive summaries of all compliant applications will be published on the CNCS and ED website following grant award notifications.
- Program Design
- Organizational Capability
- Cost Effectiveness and Budget Adequacy
- Evaluation Plan

**Applicants may not exceed 20 double-spaced pages for the narratives, including the executive summary and cover page, as the pages print out from eGrants. This limit does not include the budget and performance measures or required supplementary materials (e.g., letters of support).**

Reviewers will not consider submitted material that is over the page limit, even if eGrants allows applicants to enter and submit text over the limit. Therefore, the Commission recommends that applicants print out their application from the Review and Submit page prior to final submission to ensure it is not over the page limit.

Do not submit supplemental materials such as videos, DVDs, brochures, or any other item not requested in the Notice or application instructions. CNCS will not review or return them.

### **C. Coordination among State and Local State Education Agencies**

Applicants must submit a Letter or Letters of Support from eligible partner schools and their corresponding LEAs, including evidence of the applicants' consultation with school and LEA leadership. School leadership must include the school leader responsible for leading the turnaround effort. LEA leadership may include either the superintendent or an official at the LEA responsible for SIG or priority school implementation.

The letter of support must affirm the following:

1. The applicant's program design plan is submitted in consultation with the LEA and eligible partner school(s).
2. The applicant's program design aligns with each eligible partner school's and LEA's turnaround plan.
3. Commitment to develop after the grant selection announcement a partnership agreement between the applicant and the school(s) and LEA that addresses the alignment between the applicant's program design and each school(s)' and LEA's turnaround plan, as well as the parties' plan for ongoing collaboration throughout the grant period, as detailed in Appendix B. An applicant working with multiple schools in one LEA may develop a single partnership agreement for that LEA that contains all of the elements set forth in Appendix B for each school partner within that LEA. The partnership agreement does not need to be completed at the time of the application submission but it must be available upon request at the time of receiving the award.

The letter of support must also include the name and National Center for Education Statistics (NCES) identification number of each eligible partner school with which the applicant will be working.

### **E. Funding Restrictions**

Grants under this program, except for EAP grants, are subject to the applicable Cost Principles under OMB Circulars A-21 (2 CFR Part 220), A-122 (2 CFR Part 230), or A-87 (2 CFR Part 225). All grants are subject to the Uniform Administrative Requirements for grants under A-102 (45 CFR Part 2541) or A-110 (45 CFR 2543 or 2 CFR Part 21) and OMB Circular A-133, pertaining to the Single Audit Act.

## **B. Closing Date**

All responses must be received no later than April 15, 2013, 11 A.M., Local Time. Later submission will be cause for disqualification.

## **C. Opening of Proposals**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of the State of Delaware personnel. Any unopened proposals will be returned to 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 to competing vendors prior to contract award.

## **D. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through September 30, 2014. The State of Delaware reserves the right to ask for an extension of time if needed.

## **E. 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.

## **F. 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.

### **G. 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

### **H. Notification of Acceptance**

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

### **I. Questions**

All questions concerning this Request for Proposal must reference the pertinent RFP section(s) and page number(s). Questions must be in writing and can be either faxed, or emailed to:

**Charles A. Harris**  
**AmeriCorps Program Director**  
**Email: [charles.a.harris@state.de.us](mailto:charles.a.harris@state.de.us)**  
**Fax: 302-255-4462**

Deadline for submission of all questions is March 27, 2013. All questions and answers will be posted on <http://bids.delaware.gov> no later than March 29, 2013.

### **J. Amendments to Proposals**

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

### **K. Proposals Become State Property**

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge any information identified as confidential at the time of proposal submission provided the information resides solely on the CD (s) marked confidential.

### **L. Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award in the future tense.

### **M. Investigation of Bidder's Qualifications**

Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.

### **N. RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

## O. Proposal and Final Contract

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All terms, and conditions contained in the proposal will remain fixed and valid for one (1) year(s) after proposal due date.

## P. Cost of Proposal Preparation

All costs for proposal preparation will be borne by the bidder.

## Q. Proposed Timetable

The Department's proposed schedule for reviewing proposals is outlined as follows:

### Submission Dates and Times (Timeline)

<u>Date</u>	<u>Activity</u>
March 18, 2013	Delaware School Turnaround AmeriCorps RFP Released
March 27, 2013	Questions Due to Serve Delaware by 11a.m.
March 29, 2013	Responses to Questions posted on <a href="http://bids.delaware.gov">http://bids.delaware.gov</a>
April 1, 2013	Intent to Apply Email Notification Due by 11a.m.
<b>April 15, 2013</b>	<b>RFP Due (Bid Opening); Applications entered on eGrants, 11a.m.</b>
April 16, 2013	Peer/Commission Reviews
April 17, 2013	Feedback to Applicants from Serve Delaware
April 19, 2013	Final Application Revisions on eGrants by 11a.m.
April 23, 2013	Submission to CNCS by Serve Delaware
Mid-July, 2013	CNCS announces decision for Competitive grants <ul style="list-style-type: none"><li>• Competitive award letters expected</li><li>• Begin Competitive contract development</li></ul>

## **R. Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 257, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

## **VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of Serve Delaware, the Governor's Commission for Community and Volunteer Service, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **A. Proposal Evaluation Criteria**

## **V. APPLICATION REVIEW INFORMATION**

### **A. Assessment Criteria**

**Reviewers will be asked to assess the quality and comprehensiveness of the response to each criterion as a whole.**

**Include the bolded sub-headings in your application narrative.**

**It is highly encouraged to answer the questions in the order that they appear and to use the wording of the question in the answer.**

### ***1. Program Design (50 percent)***

The desired outcomes of School Turnaround AmeriCorps are to improve the academic performance, academic engagement, and/or attendance outcomes of students in eligible schools. In assessing Program Design, reviewers will examine the degree to which the applicant demonstrates how AmeriCorps members are particularly well-suited to deliver effective turnaround interventions and achieve the desired student outcomes in these schools.

All applications must identify the schools that will participate in grant activities and demonstrate that they will serve eligible schools not currently served by a national service program (e.g. AmeriCorps State and National, VISTA, or Foster Grandparents Program) or will support expansion and better coordination of existing national service activities in those schools to be considered eligible for funds.

#### **a. AmeriCorps Members as Highly Effective Means to Support and Sustain School Turnaround Efforts (15 points)**

When addressing this criterion, please provide the following information:

- Need(s) identified by eligible partner school(s) and LEA leadership.
- Description of AmeriCorps member activities.
- The number of AmeriCorps members requested under the proposed project.
- The types of slots (service terms) needed for these members. If requesting different slot types, explain how the different slot types align with the program design and activities.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the number and type of AmeriCorps members is reasonable in relation to the program design, activities, and objectives.
- The extent to which the applicant has demonstrated that the use of AmeriCorps members is a suitable and effective means for accomplishing objectives that it would not otherwise accomplish through existing staff and/or volunteers.
- The extent to which the potential contribution of AmeriCorps members addresses the needs identified by eligible school and LEA leadership.
- For applicants that propose to serve multiple school sites, the extent to which the applicant coordinates its turnaround efforts among those sites and takes advantage of the scale of the project (e.g., through economies of scale).
- The extent to which the project addresses multiple student needs and is aligned with comprehensive school turnaround plans, including the extent to which the proposed project incorporates at least one, or preferably more than one, of the following:
  - Providing ongoing mechanisms for family and community engagement.
  - Establishing a school culture and environment that improves school safety, attendance, and discipline and addresses other non-academic factors that impact student achievement, such as students' social, emotional, and health needs.
  - Accelerating students' acquisition of reading and mathematics knowledge and skills.
  - Increasing graduation rates through strategies such as early warning systems, credit-recovery programs and re-engagement strategies.
  - Increasing college enrollment rates through college preparation counseling assistance to include completing the Free Application for Federal Student Aid (FAFSA) and college applications, and educating students and their families on financial literacy for college.
  - Supporting school implementation of increased learning time

**b. Evidence-Informed and Measurable Impact (15 points)**

All applications must demonstrate that the proposed project would use evidence-informed interventions. An intervention is evidence-informed if it is supported by evidence of promise or a strong theory. The definitions of these levels of evidence are provided in Appendix A of this *Notice*.

When addressing this criterion, please provide the following information:

- The evidence supporting the intervention.

- National Performance Measure targets and the determination for these targets.
- Plan for collecting data, reporting outcomes, and using data to target services.
- *For Existing AmeriCorps Programs Only:* Outline the existing AmeriCorps program impact, including a description of the performance outcomes against objectives during the last full year of program operation. If performance outcomes were not met, provide an explanation and demonstrate a plan for improvement.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the objectives and outcomes to be achieved by the proposed project are clearly specified and measurable.
- Whether the interventions AmeriCorps members and volunteers will engage in are evidence-informed.
- The extent to which the applicant demonstrates that the proposed project likely will have a notable positive impact as measured by the importance or magnitude of the effect on improving student academic performance, academic engagement, and/or attendance outcomes.
- The extent to which the intervention will be targeted to students based on needs.
- The extent to which the applicant convincingly links the identified need, proposed member and volunteer interventions, and the anticipated outcomes.
- The extent to which the applicant has established plans to measure and collect reporting requirement data and National Performance Measure outcomes and outputs.

### **c. AmeriCorps Member Recruitment (5 points)**

When addressing this criterion, please provide the following information:

- Plans for recruiting and selecting AmeriCorps members for the program.
- Applicant's plans for recruiting members from the local communities to be served or traditionally underrepresented AmeriCorps member populations, including applicant's history of working with traditionally underrepresented AmeriCorps member populations or plans to ensure success if this is a new member population being recruited. Underrepresented member populations may include new Americans, low-income individuals, youth from disadvantaged backgrounds (sometimes also referred to

as “opportunity youth”), rural residents, older Americans, veterans, people of color, Native Americans, and people with disabilities.

- Plans to coordinate the recruitment and selection of AmeriCorps members with school leadership and staff.
- *Tutoring Programs Only*: A demonstration of how the program complies with AmeriCorps qualification requirements for tutoring programs. See 45 CFR §§ 2522.900-2522.950.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the AmeriCorps member recruitment plan is likely to be effective.
- The extent to which the program demonstrates it will recruit and select AmeriCorps members that have the relevant experience, qualifications and/or skills to provide the service activities in which they will be engaged.
- The extent to which the application has a plan and infrastructure to recruit AmeriCorps members from the local communities to be served by the program or from traditionally underrepresented populations.

#### **d. AmeriCorps Member Training (5 points)**

When addressing this criterion, please provide the following information:

- Plans for orienting members to AmeriCorps, the community they are serving, their placement site(s), and the service they will perform.
- Plans for providing members with opportunities to share best practices and lessons learned to promote effectiveness of interventions.
- Plans for ongoing training, including anticipated training topics and the timeline, provided to AmeriCorps members throughout the term of service and the skills the AmeriCorps members will acquire during the term of service, including training on prohibited activities.
- Plans to coordinate the training of AmeriCorps members with school leadership and staff.
- *Tutoring Programs Only*: A demonstration of how the program complies with AmeriCorps training requirements for tutoring programs. See 45 CFR §§ 2522.900-2522.950.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The adequacy of the AmeriCorps member orientation and ongoing training to prepare members for service activities they will perform and to ensure their success.
- Whether AmeriCorps members and generated volunteers are made aware of the rules regarding prohibited activities.
- The extent to which the member orientation and training is coordinated with school leadership and staff.

**e. AmeriCorps Member Supervision (5 points)**

When addressing this criterion, please provide the following information:

- Plan for supervising AmeriCorps members, including identifying who will supervise the AmeriCorps members.
- Plan for selecting and training supervisors of AmeriCorps members.
- Plans to coordinate the supervision of AmeriCorps members with school leadership and staff.
- *Tutoring Programs Only:* A demonstration of how the program complies with AmeriCorps supervision requirements for tutoring programs. See 45 CFR §§ 2522.900-2522.950.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the supervision plan ensures that AmeriCorps members will receive adequate support and guidance throughout the program year.
- The qualifications, including relevant training and experience, of the supervisors.
- The extent to which the member supervision is coordinated with school leadership and staff.

**f. Member Experience (3 points)**

When addressing this criterion, please provide the following information:

- The program component(s) that enable AmeriCorps members to have service experiences that produce community impact and lead to continued civic participation.
- The program component(s) that foster an AmeriCorps identity and connectivity with other AmeriCorps and national service participants.

- Plans for providing members with opportunities to share best practices and lessons learned that encourages AmeriCorps members' sustained participation in the ongoing efforts to turn around the nation's lowest-performing schools.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the applicant will foster an AmeriCorps identity for its members, specifically members identifying as such to community members, partners, and the general public.
- The extent to which the applicant demonstrates that it will provide opportunities for members to reflect on and learn from their service in a manner that fosters a connection to the school turnaround efforts around the nation.
- The extent to which the program is likely to promote a lifelong ethic of service and continued civic participation amongst AmeriCorps members.

#### **g. Organizational Commitment to AmeriCorps Identification (2 points)**

When addressing this criterion, please provide the following information:

- The efforts taken to produce a strong AmeriCorps brand for this project.
- Plan for using the AmeriCorps name and logo on websites, service gear, and public materials, including use by subgrantees, affiliates, or service locations.

When considering the above information, reviewers will assess the quality of the application based on the following factor:

- The extent to which the organization demonstrates a commitment to branding national service, particularly by building a strong AmeriCorps program identity within the grantee, subgrantees, affiliates, and/or service locations.

#### **h. Strategic Consideration**

CNCS and Serve Delaware seek to build a diversified portfolio as outlined in Section V.B. Applicants must indicate which strategic considerations they meet in order to be considered for CNCS's assessment of the stated strategic considerations. Programs must demonstrate significant program focus, design, and impact to meet the strategic considerations.

## **Organizational Capability (25 percent)**

### **Organizational Background and Staffing (8 points)**

When addressing this criterion, please provide the following information:

- The applicant's mission and a brief description of its history.
- The program staffing and management structure.
- Roles, responsibilities and relevant experience of staff. If positions are currently vacant, please describe the desired qualifications for each open position.
- Plans for providing financial and programmatic orientation and training and technical assistance to staff.
- The applicant's prior experience administering AmeriCorps grants or other federal funds.
- The applicant's record of launching new initiatives and/or scaling initiatives.
- *For Existing AmeriCorps Programs Only:* A description of how the AmeriCorps program is integrated and supported within the organization, including evidence of how well the organization has managed the program, its performance, and its record of compliance and responsiveness.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the organization has the experience, staffing, and management structure to plan, implement, and evaluate the proposed project.
- The qualifications, including relevant training and experience, of the key program personnel, especially in managing projects of the size and scope of the proposed project.
- The extent to which the organization has the necessary plans and infrastructure to provide programmatic and fiscal oversight, day-to-day operational support, and data collection.

### **Sustainability (5 points)**

When addressing this criterion, please provide the following information:

- Involvement of eligible school and LEA leadership in designing and implementing the program.
- Plans for building partnerships and capacity to support the project.
- The applicant's track record raising funds to support service activities and initiatives.
- Plans for ensuring that the impact of the program will extend beyond the grant period.
- The percentage of the applicant's total organization operational budget this proposed funding request from CNCS represents. If a multi-state applicant, please include any State Commission funding requests, if applicable, to calculate the percentage of the total operational budget.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- Likelihood of effectiveness of the applicant's plan for securing school and community support for, and involvement in, the proposed project.
- Likelihood of the project contributing to the sustainability of school turnaround efforts beyond the grant period.

### **Compliance and Accountability (9 points)**

When addressing this criterion, please provide the following information:

- Plans to prevent and detect compliance issues related to AmeriCorps rules and regulations, including those related to prohibited activities.
- Plan for holding the organization, subgrantees, and service site locations accountable if instances of risk or noncompliance are identified.
- *For Current Grantees and Former Grantees Only:* A demonstration of compliance with AmeriCorps rules and regulations. Describe any compliance issues and areas of weakness/risk identified during the last full year of program operation at the organization, subgrantees, and service site locations. Provide an explanation of the issue/weakness and describe the corrective action(s) taken and, as appropriate, plan(s) for improvement. Provide the AmeriCorps member enrollment and retention rate for the last full year of program operation. If either was less than 100% provide an explanation, and describe a plan for improvement.
  - *Enrollment rate* is calculated as slots filled plus refill slots filled divided by slots awarded.
  - *Retention rate* is calculated as the number of AmeriCorps members exited with award (full or partial award) divided by the number of AmeriCorps members enrolled.

When considering the above information, reviewers will assess the quality of the application based on the following factor:

- The extent to which the organization has the ability and structure to ensure compliance with AmeriCorps rules and regulations, including those related to prohibited activities at the grantee, subgrantee, and service location level.

### **Continuous Improvement (3 points)**

When addressing this criterion, please provide the following information:

- Plans for soliciting timely and regular feedback from internal and external stakeholders including school and LEA staff, students, and families, to inform continuous improvement efforts.
- Plans for using data on student academic performance, academic engagement, and/or behavioral outcomes to inform continuous improvement.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the continuous improvement plan will include the use of data or performance feedback.
- The extent to which the continuous improvement plan will permit periodic assessment of progress toward achieving intended outcomes and opportunity for ongoing corrections.

### **Cost Effectiveness and Budget Adequacy (25 percent)**

#### **a. Cost Effectiveness (13 points)**

When addressing this criterion, please provide the following information:

- A demonstration that the costs are reasonable in relation to the scope, scale, and impact of the proposed project.
- A discussion of how the program is a cost-effective approach to address the need and achieve the stated objectives. Consider the total costs and benefits of the program and, to the extent possible, document the costs and benefits. Compare the cost effectiveness of the program with the costs and

benefits of alternative models or approaches (if available), and demonstrate how the program model is most cost effective. For further information on cost effectiveness analysis, see OMB “Circular No. A-94 Revised” ([http://www.whitehouse.gov/omb/circulars\\_a094](http://www.whitehouse.gov/omb/circulars_a094)).

- A description of how the resources requested will supplement, and not supplant, SIG funding or other existing school funding streams.
- *For existing AmeriCorps programs:* All existing AmeriCorps programs requesting a higher cost per MSY than previous years must include a compelling rationale for this increased cost. This applies even if the increased cost per MSY is less than the maximum or if the increase is due to increased costs associated with the grant.
- If any of the special circumstances stated below have an impact on the organizational capability that has not already been discussed, please describe the circumstance and how it affects cost effectiveness.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the costs are reasonable in relation to the objectives, design, and potential significance of the proposed project. (Note that an applicant with a low cost per member has a competitive advantage under this criterion. Applicants with a program design that achieves equal results at a lower cost will be advantaged over programs that achieve similar results at a higher cost.)
- **Special Circumstances:** CNCS may take into account the following circumstances of individual programs: program age; the extent to which the program expands to new sites; whether the program is located in a resource-poor community, such as a rural or remote community, a community with a high poverty rate, or a community with a scarcity of corporate or philanthropic resources; whether the program is located in a high-cost, economically distressed community, measured by applying appropriate Federal and state data; and whether the reasonable and necessary costs of the program are higher because they are associated with engaging or serving difficult-to-reach populations, or achieving greater program impact as evidenced through performance measures and program evaluation.

### **Budget Adequacy (12 points)**

When addressing this criterion, please provide the following information:

- Identify the non-CNCS funding and resources necessary to support the project.

- Discuss the adequacy of the budget to support the program design and objectives.
- Indicate the amount of non-CNCS resource commitments (in-kind and cash) secured to date and the sources of these commitments. Indicate plans for securing additional resource commitments, potential sources, and timeline.

When considering the above information, reviewers will assess the quality of the application based on the following factors:

- The extent to which the budget is clear and in alignment with the program narrative.
- The extent to which the budget includes sufficient resources to carry out the program effectively.
- The extent to which the program will obtain financial and in-kind resources to support program implementation.
- Whether an applicant adequately budgets for its required share of costs.

**For EAP Grants Only:**

The extent to which a current grantee is increasing its share of costs will not be considered in assessing an EAP application. However, all other indicators described under Cost Effectiveness and Budget Adequacy apply. It will be weighted 25% of the total application.

When addressing this criterion, please provide the following information:

- Discussion of how the program will raise the additional resources needed to manage and operate an AmeriCorps program beyond the fixed-amount.
- The total amount budgeted to operate the program, including the fixed-amount from CNCS and grantee share and how the program determined that amount. Keep in mind that full-time AmeriCorps program costs include expenditures for the AmeriCorps living allowance, health care, and criminal history checks. Programs are not required to pay living allowances or cover health care for less-than-full-time members, but must conduct criminal history checks.
- Demonstration that the applicant has planned for total costs. Reviewers will assess the adequacy of the plan to secure resources to support the program design.

## **B. Goals of the review and selection process**

The assessment of applications involves a wide range of factors and considerations. In the end, the review and selection process is intended to produce a diversified set of high-quality programs that demonstrate a commitment to assist in turning around the lowest-performing schools and represent the priorities and selection factors described in this *Notice*.

Specifically, the review and selection process will:

### **1. Identify eligible applications that satisfy the following consideration:**

- High alignment with criteria.

### **2. Consider:**

- Commission rank and recommendations on single-state applicants.
- The strength of the evidence base for the program.
- Relative risk and opportunity.

### **3. Yield a diversified portfolio based on the following strategic considerations:**

- Geographic representation.
- Representation of:
  - Eligible SIG and priority schools.
  - Rural and urban eligible schools.
  - Diverse program sizes as measured by the number of AmeriCorps members.
  - Eligible elementary, middle, and high schools.
  - Single and multi-state programs.
- Organizations and/or program models that recruit and engage traditionally underrepresented populations as AmeriCorps members and expand opportunities to serve as AmeriCorps members; particularly new Americans, low-income individuals, economically disadvantaged young adults (also referred to as “opportunity youth”), rural residents, older Americans, veterans, communities of color, Native Americans, and people with disabilities.

Applicants must check the relevant boxes in the Performance Measure tab in eGrants in order to be considered for CNCS's assessment of the above strategic considerations.

## **C. Stages in the review and selection process**

### **1. Compliance and Eligibility Review**

All applications will be reviewed to determine compliance with eligibility, deadline, and completeness requirements. In order to be compliant and advance to the application assessment, an applicant must satisfy all of the following requirements:

- Submit a Notice of Intent to Apply by the deadline: April 2, 2013 (see Section IV.A.1 and IV.A.2);
- Submit an application by the application submission deadline: April 23, 2013;
- Submit letter(s) of support via email by the application deadline (see Section IV.B.1 and IV.D.); and,
- Submit an application that is complete, in that it contains all required elements and follows the instructions provided in this *Notice*.

### **2. Application Assessment**

External reviewers, ED staff, and CNCS staff will conduct a joint review. All reviewers will be screened for conflict of interest. Reviewers will assess Program Design, particularly focusing on evidence of effectiveness for the proposed solution(s) to support and sustain school turnaround efforts, appropriateness of national service as a solution, and potential quality of the member experience; Organizational Capability; and Cost Effectiveness and Budget Adequacy. Reviewers will assess, based on the selection criteria, the comprehensiveness and feasibility of the application.

Following the assessment, some applicants may receive requests to provide clarifying information. Clarifying information is used in making final recommendations. A request for clarification does not guarantee a grant award. Failure to respond to requests for information in a timely fashion will result in the removal of applications from consideration. Applicants will have approximately 5 business days to provide a response for clarification.

### **3. Post-Review Quality Control (Quality Control)**

Some applications may be selected for a Quality Control assessment. This additional level of review may be used to assess applications for which there are significant panel anomalies.

Applications identified for additional assessment will receive a Quality Control review. The Quality Control reviewer provides an assessment of the application's key strengths and weaknesses.

### **4. Selection for Funding**

With the goal of a diversified portfolio, the CNCS Chief Executive Officer will select the final portfolio based on the results of the application review process and after consultation with representatives from ED. In selecting grantees, CNCS and ED will factor in strategic considerations (as noted in Section V.B.) to ensure that there is diversity among successful applications.

### **5. Feedback to Applicants**

Following grant awards, each applicant will receive summary feedback on their application. Feedback will be based on the review of the original application and will not reflect any information that may have been provided during clarification.

Upon selection of a vendor, a Division of State Service Centers' representative will enter into negotiations with the bidder to establish a contract.

### **B. 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 consultant or legal counsel on any matter related to the RFP.

## **C. Exclusions**

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

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;

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;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

Has violated contract provisions such as:

Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

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. Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

## VIII. OTHER INFORMATION TO KNOW BEFORE APPLYING

In addition to consulting the *Notice* and AmeriCorps regulations as directed in these instructions, applicants should consult the Commission prior to submitting an application.

## IX. NATIONAL PERFORMANCE MEASURES FOR SCHOOL TURNAROUND AMERICORPS PROGRAMS

AmeriCorps programs are required to have at least one outcome measure aligned with each output measure they select. Applicants are required to select from the priority measures. Applicants may select additional optional complementary measures. The opt-in rules provide guidance to applicants by indicating the required or recommended pairing, or alignment, of output and outcome measures.

### SCHOOL TURNAROUND AMERICORPS PRIORITY MEASURES

ED2: Number of students that completed participation in CNCS-supported K-12 education programs

ED4A: Number of disadvantaged youth/mentor matches that were sustained by the CNCS-supported program for at least the required time period

ED5: Number of students with improved academic performance in literacy and/or math

ED6: Number of students that improved their school attendance over the course of the CNCS-supported program's involvement with the student

ED27: Number of students in grades K-12 that participated in the mentoring or tutoring or other education program, including CNCS-supported service learning, who demonstrated improved academic engagement

### SCHOOL TURNAROUND AMERICORPS COMPLEMENTARY MEASURES

ED1: Number of students who start in a CNCS-supported education program

ED3A: Number of disadvantaged youth/mentor matches that are commenced by CNCS-supported programs

ED7: Number of students with no or decreased disciplinary referrals and suspensions over the course of the CNCS-supported programs' involvement
ED9: Number of students graduating from high school on time with a diploma
ED10: Number of students entering post-secondary institutions

In addition to the above measures, applicants may opt in to track the following SIG outcomes. For purposes of eGrants, these are considered applicant-determined measures.

SCHOOL TURNAROUND AMERICORPS COMPLEMENTARY MEASURES
SIG 1: Number of minutes within the school year
SIG 2: Number and percentage of students completing advanced coursework (e.g., AP/IB), early-college high schools, or dual enrollment classes
SIG 3: Dropout rate
SIG 4: Truants

### A. Opt-In Rules

Choose one output and then at least one of the corresponding outcomes. Applicants may choose additional outcomes.

CNCS Strategic Category	Output (Choose ONE)	Outcome (Choose at least one)	Supplemental Outcomes (optional)
Strategic Plan Objective 2: Succeeding in K-12 (Tutoring and Other Education Programs)	ED 2: Number of students who completed participation in a CNCS-supported K-12 education program	ED5, ED6, or ED27	ED7, ED 9, ED10, SIG 1, SIG 2, SIG 3 or SIG 4

## APPENDIX A:

### EVIDENCE BASIS GUIDANCE

#### Evidence-Informed

Logic model (also referred to as theory of change) means a well-specified conceptual framework that identifies key components of the proposed process, product, strategy, or practice (i.e., the active “ingredients” that are hypothesized to be critical to achieving the relevant outcomes) and describes the relationships among the key components and outcomes, theoretically and operationally.

Strong theory means a rationale for the proposed process, product, strategy, or practice that includes a logic model.

Evidence of promise means there is empirical evidence to support the theoretical linkage(s) between at least one critical component and at least one relevant outcome presented in the logic model for the proposed process, product, strategy, or practice. Specifically, evidence of promise means the conditions in paragraphs (a) and (b) are met:

- a) There is at least one study that is a:
1. Correlational study with statistical controls for selection bias;
  2. Quasi-experimental study that meets the What Works Clearinghouse Evidence Standards with reservations; or
  3. Randomized controlled trial that meets the What Works Clearinghouse Evidence Standards with or without reservations.

The study referenced in paragraph (a) found a statistically significant or substantively important (defined as a difference of 0.25 standard deviations or larger), favorable association between at least one critical component and one relevant outcome presented in the logic model for the proposed process, product, strategy, or practice.

Quasi-experimental study means a study using a design that attempts to approximate an experimental design by identifying a comparison group that is similar to the treatment group in important respects. These studies, depending on design and implementation, can meet What Works Clearinghouse Evidence Standards with reservations (they cannot meet What Works Clearinghouse Evidence Standards without reservations).

Randomized controlled trial means a study that employs random assignment of, for example, students, teachers, classrooms, schools, or districts to receive the intervention being evaluated (the treatment group) or not to receive the intervention (the control group). The estimated effectiveness of the intervention is the difference between the average outcome for the treatment group and for the control group. These studies, depending on design and implementation, can meet What Works Clearinghouse Evidence Standards without reservations.

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See What Works Clearinghouse Procedures and Standards Handbook (Version 2.1, September 2011), which can currently be found at the following link: [ies.ed.gov/ncee/wwc/DocumentSum.aspx?sid=19](http://ies.ed.gov/ncee/wwc/DocumentSum.aspx?sid=19).

## APPENDIX B:

### WRITTEN PARTNERSHIP AGREEMENTS

All awardees are required to develop and maintain written partnership agreements among an eligible school or schools, LEA, and community-based partners working together to implement the School Turnaround AmeriCorps program. These agreements will articulate the alignment between the local School Turnaround AmeriCorps program design and school and LEA turnaround plans, as well as the parties' plan for ongoing collaboration throughout the grant period. These agreements must be made available to CNCS upon request.

The partnership agreements must be consistent with the awarded application plans, and articulate how the key entities responsible for program implementation will work together along the following elements of high-quality partnerships between eligible schools, LEAs, and community-based organizations:

- *Managing collaboratively.* Jointly establishing program direction and priorities, planning, budgeting, training and aligning program staff, communicating across the partnership, and continuously improving program services.
- *Sharing data and evaluation.* Sharing information, data, performance measures, and evaluation strategies that guide project management, resource allocation, and service delivery while maintaining data privacy requirements.
- *Sharing resources.* Jointly using resources such as staff, funding, administrative systems, school facilities, curricula, and instructional materials.
- *Clarifying and communicating roles and responsibilities.* Clearly articulating roles and responsibilities for each partner organization to help optimize program services and limited resources.

In addition, partnership agreements must also address the following strategies, when applicable:

- *Aligning in-school and out-of-school.* Coordinating to ensure that out-of-school academic and enrichment efforts complement in-school instruction and programming.
- *Coordinating on safety, health, and student supports.* Coordinating to promote school and community safety, reinforce health and wellness programming, and provide necessary student supports.
- *Cooperating on family engagement.* Coordinating interactions with families to strengthen positive family engagement that reinforces learning in multiple settings.
- *Coordinating among CBOs.* Coordinating and establishing agreements between multiple community-based organizations (CBOs) when working with the same schools and students.

**APPENDIX C:**

**BIDDERS SIGNATURE FORM**



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_  
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX D:**

**CERTIFICATION SHEET**



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid \_\_\_\_\_ to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;

- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**APPENDIX E**

*STATEMENTS OF COMPLIANCE FORM*



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_  
(Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

*Contract Boilerplate*



***DELAWARE HEALTH  
AND SOCIAL SERVICES***

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**CONTRACT # \_\_\_\_\_  
BETWEEN  
[DIVISION NAME HERE]  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**CONTRACT**

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), and \_\_\_\_\_(the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence.

B) Administrative Requirements

1. Contractor 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 Contractor'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 Contractor in their negligent performance under this Contract.
2. The Contractor 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 Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

- |     |                                   |                         |
|-----|-----------------------------------|-------------------------|
| a)  | Comprehensive General Liability   | \$1,000,000             |
| and | b) Medical/Professional Liability | \$1,000,000/\$3,000,000 |
| or  | c) Misc. Errors and Omissions     | \$1,000,000/\$3,000,000 |
| or  | d) Product Liability              | \$1,000,000/\$3,000,000 |

*All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.*

**If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:**

- |    |  |                     |
|----|--|---------------------|
| e) | Automotive Liability (Bodily Injury)   | \$100,000/\$300,000 |
| f) | Automotive Property Damage (to others) | \$ 25,000           |

4. **Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages**

**because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.**

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
  - a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. **This Contract may be terminated in whole or in part by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance, provided that, in its sole discretion, the Department may impose sanctions in lieu of termination as set forth in Appendix A attached to and incorporated into this Contract.**

This Contract 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 Contract 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.

This Contract may be terminated in whole or in part by Delaware for its convenience, but only after Contractor is given:

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

If termination for default is effected by Delaware, Delaware will pay Contractor 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 Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to Delaware by reason of Contractor's default.
- c. Upon termination for default, Delaware may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event Contractor shall cease conducting business, Delaware shall have the right to make an unsolicited offer of employment to any employees of Contractor assigned to the performance of the Contract, notwithstanding any provisions in this document to the contrary.

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

The rights and remedies of Delaware and Contractor provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at

the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

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

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

Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Department at:

To the Contractor at:

13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A– Divisional Requirements  
Appendix B –Contract Budget  
Appendix C- Service Description (Scope of Services)

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
18. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
19. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
20. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

21. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
22. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. 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. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of

its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.

5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
  
5. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Rita M. Landgraf  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

APPENDIX A  
DIVISIONAL REQUIREMENTS

**Lesser Sanctions**

The Division reserves the right to reduce the number of people a Contractor currently serves, restrict the number of referrals a Contractor may receive, or rescind authorization to operate one or more service sites (e.g., neighborhood home, apartment) or any combination of such measures as sanctions for documented unsatisfactory contract performance as determined by the Division. The Division may impose such sanctions for a period of between 30 to 365 days, with the right to renew the sanctions at the Division's sole discretion.

**CONTRACT APPENDIX A**

**DIVISION [Name Here] REQUIREMENTS**

**[Division may edit requirements as appropriate]**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Social Services (DSS)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.

5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

**CONTRACT APPENDIX B**

**SERVICE AND BUDGET DESCRIPTION**

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

4. Total Payment shall not exceed \_\_\_\_\_.

5. Payment(s) will be made upon presentation of invoice(s) with supporting documentation that verifies the completed, acceptable deliverable(s). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, Division Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)

6. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

- \_\_\_\_\_ State Funds
- \_\_\_\_\_ Other Funds
- \_\_\_\_\_ Combination of Funds

