Data Service Center

168 S. Dupont Highway
New Castle, DE 19720
www.dataservice.org

Phone: (302) 504-7200
Fax: (302) 504-7201
Helpdesk: (302) 504-7222

January 20, 2015

RE: RFP Number: **5-15-32**

RFP Title: **Title I Services to Private Schools – Appoquinimink, Brandywine, Christina, Colonial, Red Clay Consolidated and Smyrna School Districts**

Date/Time of RFP Opening: **February 12, 2015 at 2:00 PM**

The Data Service Center will receive sealed proposals for the above referenced bid until the time and date stated above when they will be publicly opened in the Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 (phone 302-504-7200).

Enclosed are General Instructions to Bidders and Specifications, which I strongly encourage you to be fully aware of when submitting a proposal. **The enclosed Proposal Form must be used in submitting a proposal.** The General Instructions to Bidders, Special and/or Specifications are to be returned only if you wish to take exception to anything contained therein. You should retain these documents (or copies) for information in the event you are a successful bidder.

If you have any questions concerning the enclosed information, please contact me.

Sincerely,

Emily L. Ryan
User Support Analyst
Central Bidding Department

DATA SERVICE CENTER

CENTRAL BIDDING DEPARTMENT

APPOQUINIMINK, BRANDYWINE, CHRISTINA, COLONIAL, RED CLAY CONSOLIDATED AND SMYRNA SCHOOL DISTRICTS

GENERAL INSTRUCTIONS TO BIDDERS

THE GENERAL RULES AND CONDITIONS WHICH FOLLOW APPLY TO ALL PURCHASES AND BECOME A PART OF EACH CONTRACT OR PURCHASE ORDER. BEFORE SUBMITTING ITS BID, THE BIDDER MUST REVIEW ALL INSTRUCTIONS AND SPECIFICATIONS. A BIDDER'S MISINTERPRETATION OR IGNORANCE OF SUCH INSTRUCTIONS OR SPECIFICATIONS WILL NOT EXCUSE THE BIDDER FROM COMPLYING WITH THE INSTRUCTIONS AND SPECIFICATIONS. THE BIDDER MUST ALSO REVIEW APPLICABLE STATE LAWS. IF THESE INSTRUCTIONS OR THE BID SPECIFICATIONS ARE INCONSISTENT WITH STATE LAW, STATE LAW SHALL CONTROL.

NOTE: "District(s)" refers to the Appoquinimink, Brandywine, Christina, Colonial, Red Clay Consolidated and Smyrna School Districts, individually or collectively as indicated in the Special Instructions or Specifications.

1. BID PROPOSALS

Use the enclosed Proposal Form in submitting a Bid Proposal. The Bid Proposal must be dated and signed by an authorized representative of the bidder. A Request for Bids Appoquinimink, Brandywine, Christina, Colonial, Red Clay Consolidated and/or Smyrna School Districts received from any source other than the Central Bidding Department may not be complete or current. When you are made aware of an existing Request for Bid, you should contact this office for the bid documents.

All Bids must, prior to the time set for the public opening, be returned to the Data Service Center, Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, in the enclosed pre-addressed envelope with the bidder's name, bid number, and time and date of the bid opening appearing on the envelope. All bids must be in sealed envelopes.

2. "RFP" - REQUESTS FOR PROPOSALS

When the use of competitive sealed bidding is either not practicable or not advantageous to the District, a procurement may be effected after receipt of a response to a "Request For Proposal" ("RFP"). The "RFP" differs from a "Bid" in that offerors submitting proposals may be afforded an opportunity to discuss and revise proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible offerors who submit proposals reasonably likely to be selected for award.

The contents of any proposal shall not be disclosed so as to be available to competing offerors during the negotiation process. The award shall be made to the offeror(s) whose proposal is most advantageous to the District(s), taking into consideration the evaluation factors set forth in the RFP. The award may be made upon criteria which do not include price.

3. PRE-BID MEETINGS

In the case of any public works contract for the construction, re-construction, alteration or repair of any public building or other public improvement of any District, there shall be a meeting of all prospective bidders and of the District called by the District upon reasonable notice and at a place and time stated in such notice which meeting shall be at least 15 days before the date for the submission of bids (29 § 6962(d)(10)a Delaware Code).

Pre-bid meetings for non-public works contracts and for public works contracts that do not exceed $50,000 in value, and attendance requirements for such meetings, shall be at the discretion of the District(s).

4. DELIVERY OF BID PROPOSALS

Sealed Bid Proposal must be received in the Central Bidding Department, 168 S. Dupont Highway, New Castle, DE 19720, prior to the time set for the Bid Opening. It is the responsibility of the Bidder to make certain that the Bid Proposal is in the Central Bidding Department prior to the time set for the Bid Opening. The District(s) accepts no responsibility for any bid entrusted to the United States Postal Service, or any other delivery service or company. Bid Proposals not received in the Central Bidding Department by the time set for the Bid Opening will not be considered.

5. BID OPENING

Bids will be publicly opened in the Office of Central Bidding, Data Service Center, 168 S. Dupont Highway, New Castle, DE 19720 or other designated location at the time designated on the Proposal Form, and in the Advertisement for Bids. The purpose of the opening is to reveal the names of those bidders submitting proposals. The opening is not to serve as a forum for determining the responsiveness of each bid, or the apparent low bidder. Additional information shall be disclosed at the discretion of the Districts.

The contents of any "Request For Proposal" will not be disclosed at an opening so as not to interfere with the negotiation process. Only the names of those submitting proposals shall be revealed.

6. POLICY AND PROCEDURE FOR THE EXAMINATION AND COPYING OF PUBLIC RECORDS

Title 29 § 10003 Delaware Code Freedom of Information Act

(a) All public records shall be open to inspection and copying by any citizen of the State during regular business hours by the custodian of the records for the appropriate public body. Reasonable access to and reasonable facilities for copying of these records shall not be denied to any citizen. If the record is in active use or in storage and, therefore, not available at the time a citizen requests access, the custodian shall so inform the citizen and make an appointment for said citizen to examine such records as expediently as they may be made available. Any reasonable expense involved in the copying of such records shall be levied as a charge on the citizen requesting such copy.

(b) It shall be the responsibility of the public body to establish rules and regulations regarding access to public records as well as fees charged for copying of such records. (60 Del. Laws, c. 641 § 1.)

A. Examination of Contract File

Any citizen of the State or bidder may review the contract file only after making an appointment to do so with the Central Bidding Office. Requests to review the records during an unannounced office visit may be denied if department personnel are busy, or if the file is in active use. Trade secrets and commercial or financial information of a privileged or confidential nature shall not be deemed public.

B. Requests for Bid Tabulations

Copies of a bid tabulation may be obtained from the Data Service Center either by mail after receipt of a written request and a self-addressed and stamped envelope, or by making an appointment to pick up copies that will be left at the Receptionist's desk. Bid tabulation and/or contract information other than the name of the successful bidder will not be given out over the telephone. Requests for bid tabulations during an unannounced office visit may be denied if work flow of department personnel will be disrupted.

C. Copying Fees

The Data Service Center reserves the right to charge a reasonable fee for the copying of any public record. Such charges must be paid to the Data Service Center prior to receiving the copies.

7. STATUS OF PROPOSALS

A. Unless otherwise stated in the Special Instructions or on the Proposal Form, the Proposal submitted by bidders shall be binding for a period of 60 days from the date the bids are opened. Requests for Proposals shall be binding for a period of 90 days.

B. Bids may be withdrawn up to the time of the bid opening upon request of the bidder. Such a request must be in writing and received by the Manager of Central Bidding prior to the time stated for the bid opening. Timely requests submitted by facsimile or telegram will be honored.

C. Waiver - The District(s) reserves the right to waive any failure to conform to the instructions or specifications if the waiver: (1) does not involve a mandatory statutory requirement; (2) does not provide a competitive advantage to one or more bidders; and (3) is in the best interest of the District(s).

D. Bidders may take exception to the terms and conditions of the instructions and/or specifications. Exceptions must be submitted prior to the opening of bids. Exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders will be rejected. The bid of a bidder taking exception may be rejected if the District(s) rejects the exception.

8. AWARDING OF BIDS

A. The District(s) reserves the right to award the bid to the lowest qualified bidder meeting specifications by item, in total, or any other method, whichever is deemed by the District(s) to be in its best interest.

B. The District(s) reserves the right to award the bid to 2 or more firms if the advertisement for bids notifies bidders of the right of the District(s) to make such an award and the criteria for such an award.

C. The District(s) reserves the right to reject any and all bids, in whole or in part, to make partial awards, to waive any irregularity, to reasonably increase or decrease quantities where estimated quantities are shown or where definite quantities are shown, and may reject any bid which indicates any omission, contains alteration of form or additions not requested or imposes conditions, or where the individual bidder should receive a total award of less than $500.00, or offers alternate items, and make any award which is deemed to be in the best interest of the District(s).

D. In the event of tie bids, the District(s) will decide which bidder is to be awarded the contract by any criteria of its choice.

E. The contract shall be awarded by the District(s) and it's Board(s) within 60 days after the opening of bids. Failure to do so shall be cause for rejection of all bids. Responses to Requests for Proposals shall be awarded within 90 days after the opening of Proposals. Failure to do so shall be cause for rejection of all proposals.

9. BID DEPOSIT

All bid deposits are waived for contracts valued at less than $25,000.00. Deposits are required for contracts for materials or services in excess of $25,000.00 unless the bid specifications state that bid deposits are waived. All public works contracts in excess of $50,000.00 require a deposit. All bids shall be accompanied with a deposit of either a good and sufficient bond to the State of Delaware for the benefit of the District involved, with corporate surety authorized to do business in this State, for a sum equal to 10% of the bid, or in lieu of the bid bond a security of the bidder assigned to and approved by the District. Bidders are advised that they may obtain written confirmation from the Data Service Center for the acceptance of a security deposit other than a bond, prior to the submission of the bid. The bid bond need not be for a specific sum but may be stated to be for a sum equal to 10% of the bid to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. All bidders shall submit a separate bid deposit for each proposal. Where all four (4) Districts are named in a proposal, a single bid deposit drawn to the order of the Brandywine School District, will be acceptable. Upon the execution of a formal contract and necessary bonds, the bid deposit will be returned to the successful bidder. The deposit of the unsuccessful bidders will be returned to them immediately upon the awarding of the contract, or the rejection of all bids.

10. FORMAL CONTRACT AND/OR PURCHASE ORDER

A. The successful bidder shall execute the formal contract, and also the required bonds, within twenty (20) days after the award of the contract. In the event any successful bidder refuses or neglects to execute a formal contract or required bond within (20) days of the awarding of the contract, the bid deposit of the successful bidder may be taken and become the absolute property of the State for the benefit of the named District(s), as liquidated damages, and not as a forfeiture or as a penalty, and shall be deposited with the State Treasurer, and the District(s) will award Contract to the next lowest bidder or re-advertise for new bids. The District(s) will proceed to collect on the bid deposit. The District(s) waives all formal contracts on contract awards of less than $5,000.00; the obligations of the bidder shall be set forth in the bid specifications, these General Instructions, and any special instructions. No bidder or Vendor is to begin any work until it receives a State of Delaware Purchase Order signed by two authorized representatives of the District(s), properly processed through the State of Delaware Accounting Office. The Purchase Order shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions.

B. The formal contract or purchase order shall incorporate by reference these General Instructions, as well as the Special Instructions and Specifications and the bidder's Proposal.

C. If a bid is submitted to more than one District, each such District awarding the bid shall enter into a separate contract with the low, qualified bidder.

11. PERFORMANCE AND PAYMENT BONDS

A. Performance and payment bonds are required for materials or non-professional service contracts, unless reduced or waived as stated in the bid specifications. Contracts for less than $25,000 may contain a waiver of the bond requirement provided the successful vendor posts with the State an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such letter of credit or other security shall be issued for a term commencing simultaneously with the execution of the formal contract and terminating no later than 3 years, subsequent to the date of delivery of such material or non-professional service or to the extent of the warranty period, whichever is greater. In no event shall such security expire without the express written approval of the State. When required, the successful bidder shall simultaneously with the execution of the formal contract, execute a good and sufficient Performance and Labor and Materials bond to the State of Delaware for the benefit of the District(s), with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price.

B. Performance and payment bonds are required for public works contracts. The successful bidder shall simultaneously with the execution the formal contract, execute a good and sufficient Performance and Labor and Materials Bond to the State of Delaware for the benefit of the District(s) with corporate surety authorized to do business in this State, in a sum equal to 100 percent of the contract price. Contracts may contain a waiver of the bond requirement, provided, however, that the successful bidder post with the contracting Agency an irrevocable letter of credit or other suitable or readily collectible financial security for the project. Such security shall be subject to the terms and conditions of the contracting District.

C. The bond when required shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal and specifications at the time, and in the manner prescribed by the contract and specifications including the payment in full to every person furnishing materials or performing labor in the performance of the contract, of all sums of money due him for such labor or materials. The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the District(s) from all cost, damages, and expenses, including attorneys fees, growing out of or by reason of the successful bidder's failure to comply and perform the work and complete the contract in accordance with the contract.

D. The District(s) will, when it considers that the interest of the State so require, cause judgment to be confessed upon the bond. All sums received through confession of judgment shall be paid to the State Treasurer for the credit of the District(s).

E. Every person furnishing materials or performing labor under the contract for which the successful bidder is liable may maintain an action on the bond for the subcontractor's or supplier's own use in the name of the State, in any court of competent jurisdiction, for the recovery of such sum or sums as may be due such person from the successful bidder, but if the bond so provides, no suit shall be commenced after the expiration of one (1) year following the date on which the successful bidder ceased work on the contract. Otherwise, suits may be commenced at any time within three (3) years following the date the last work is done on the contract.

F. The performance and payment bond shall include a provision that the Surety shall have the right to participate in any arbitration proceeding which may involve liability under the bond, and that the arbitration award in any such arbitration proceeding shall be binding on the Surety.

G. No person or surety, in any action brought under this section, or on the bond required by this section, shall assert as a defense to such action, the claim that the bond given pursuant to this section contained a limitation or restriction not provided for by this section.

12. FAILURE TO COMPLY WITH CONTRACT: NEW AWARD: SUPERVISION

If any person entering into a contract under the authority of this chapter neglects or refuses to perform it or fails to comply with the terms thereof, the District(s) will terminate the contract and proceed to award a new contract in accordance with the provisions of Chapter 69, Title 29 of the Delaware Code, or may require the surety on the performance bond to complete the contract in accordance with the terms of the performance bond.

Should a contractor/supplier fail to perform under the conditions of this contract, the District(s) reserves the right to purchase the item or items on the open market and charge to the contractor/supplier or deduct from any monies owed the contractor/supplier, the difference between the bid price and the purchase price. However, no such action will be taken without first notifying the contractor/supplier by certified letter and giving him reasonable time to reply, but in no event longer than 10 days from the mailing of the certified letter. Failure to supply items as bid may be cause for removal of a bidder from our vendor bid list.

13. CONTRACT FOR PUBLIC BUILDINGS: LISTING SUBCONTRACTORS: BIDDER AS SUBCONTRACTOR: SUBSTITUTION OF SUBCONTRACTORS: PENALTIES: SUBCONTRACTING LIMITATION

Any public works contract, the probable cost of which exceeds $50,000, for the construction, reconstruction, alteration, or repair of any public building of the State or any agency or governmental unit within the State, shall, in addition to the other requirements of this chapter by subject to the following provisions.

A. Such contract shall be awarded only to a bidder whose bid is accompanied by a statement containing for each subcontractor category set forth in the "listing" as provided in §6962(d)(10) of this Chapter, the name and address (City or Town and State only - Street Number and P.O. Box addresses not required) of the subcontractor whose services he intends to use in performing the work or in performing the work and providing the material, for such subcontractor category. No bidder for such a contract shall list himself in any accompanying statement as the subcontractor of any part of the public building unless the bidder, in addition to being licensed as a contractor of the State, shall also be recognized in the industry not only as a prime contractor but also as a subcontractor or contractor in and for any such part of parts of such work so listed in such accompanying statement.

B. Neither the State nor agency nor governmental unit shall accept any bid for such a contract or award any such contract to any bidder, as the prime contractor, if the bidder has listed himself as the subcontractor for any subcontractor category set forth on the "listing" as provided in §6962(d)(10) of this Chapter, unless it has been established to the satisfaction of the awarding agency that the bidder has customarily performed the specialty work of such subcontractor category by artisans regularly employed by the bidder in his organization, that the bidder is duly licensed by the State to engage in such specialty work, if the State required such licenses and that the bidder is recognized in the industry as a bona fide subcontractor or contractor in such specialty work and subcontractor category. Illustrative only (and not intended to be exhaustive) of typical subcontractor categories involving their own respective types of specialty work, are plumbing, electrical wiring, heating, roofing, insulating, weather-stripping, masonry, bricklaying, and plastering. The decision of the awarding agency as to whether a bidder who lists himself as the subcontractor for a subcontractor category set forth in the

"listing" as provided in §6962(d)(10) for such subcontractor category, shall be final and binding upon all bidders, and no action of any nature shall lie against any awarding agency because of its decision in this regard.

C. After such a contract has been awarded, the successful bidder shall not substitute another subcontractor for any subcontractor whose name was set forth in the statement which accompanied his bid without the written consent of the agency awarding the contract. No agency shall consent to such substitution unless the agency is satisfied that the subcontractor in question whose name is listed in the successful bidder's accompanying statement (1) is unqualified to perform the work required, or (2) has failed to execute a timely reasonable subcontract, or (3) has defaulted in the performance of the part of the work covered by the subcontract, or (4) is no longer engaged in such business.

D. Such a contract shall contain a provision for withholding from or requiring the payment by, the successful bidder of a penalty, the amount to be determined by the agency, for the failure to utilize any or all the subcontractors set forth in the successful bidder's accompanying statement in the performance of the work on the public building contemplated by the contract. Any sum so withheld from or paid by the contractor for any such failure may be remitted or refunded, in whole or in part, by the agency awarding the contract, but only in the event it is established to the satisfaction of the agency, that the subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted under this section unless application therefore is filed within one year after the liability of the successful bidder accrues. If any such application for refund of any sum paid as a penalty is denied, or if no application for refund is filed within the period provided herein for filing an application, such sum shall revert to the State.

E. Any contract for a public works project may include a provision that the successful bidder on a specialty contract perform, at a minimum, a fixed percentage of the work up to 50% of the total contract bid. Factors to be considered by the awarding agency in setting the required percentage of amount of work the successful bidder must perform may include the degree of difficulty involved in the agency's administration of the work covered under the terms of the contract; the degree of specialty work contemplated in the contract and the time period required in which to complete the public works project. The terms of the contract shall so specify reasons for the stated percentage in its general terms and conditions.

14. WAGE PROVISIONS IN PUBLIC CONSTRUCTION CONTRACTS FAILURE TO PAY PREVAILING WAGE RATES: PENALTY

A. The specifications for every contract or aggregate of contracts relating to a public works project in excess of $100,000 for new construction (including painting and decorating) or $15,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of buildings or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed. The prevailing wage shall be the wage paid to a majority of employees performing similar work as reported in the Department's annual prevailing wage survey or in the absence of a majority, the average wage paid to all employees reported.

B. Every contract based upon these specifications shall contain a stipulation that the employer shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics. The specifications shall further stipulate that the scale of wages to be paid shall be posted by the employer in a prominent and easily accessible place at the site of the work, and that there may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay to laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted

to the Department of Labor for distribution upon resolution of any claims.

C. Every contract based upon these specifications shall contain a stipulation that sworn payroll information, be maintained and produced at the request of the Department of Labor.

D. The Department of Labor shall investigate all claims that the prevailing wage rates as provided for under this section are not being or have not been paid. Upon finding that an employer has not paid or is not paying the prevailing wage rates, the Department of Labor shall notify the employer of the violations by certified mail and make an effort to obtain compliance. Upon failure to obtain compliance within 15 days of receipt of said certified mail, the Secretary may terminate all rights of the employer to proceed with the work under the public construction contract, and the employer shall be responsible for all damages resulting therefrom.

E. Any employer who knowingly fails or refuses to pay the prevailing wage rates provided for under this Section, or who fails to submit payroll reports or post notice of the wage rates which apply to the project shall, for each such violation, be subject to a Civil Penalty of not less than $1,000 nor more than $5,000 for each violation. No public construction contract in this State shall be bid on, awarded to, or received by any contractor or subcontractor, or to any person, firm, partnership, or corporation in which such employer has an interest who, within two years after entry of a judgment pursuant to this chapter, is adjudicated in violation of this chapter in subsequent proceeding, until three years have elapsed from the date of the subsequent penalty judgment. A Civil Penalty claim may be filed in any court of competent jurisdiction.

F. Any laborer or mechanic employed by any employer, or the Department of Labor on behalf of any laborer or mechanic employed by any employer, who is paid in a sum less than the prevailing wage rates provided for under this section shall have a right of action against the employer in any court of competent jurisdiction to recover up to treble the difference between the amount so paid and the prevailing wage rate. Such action may be brought by the Department of Labor in the name and for the benefit of the laborer or mechanic with or without an assignment of the claim from the employee, the Department of Labor shall have the power to settle and adjust any such claim to the same extent as would the aggrieved employee. It shall not be a defense to such action that the underpayment was received by the laborer or mechanic without protest. Upon the filing of an action under this section, the employer shall post suitable bond approved by the court for the damages which may be recoverable thereunder. Any judgment entered for plaintiff shall include an award for reasonable attorney's fees and costs of prosecution.

G. Any wages collected under this chapter, but not claimed by the employee within 1 year from the date of collection, shall be retained by the Department of Labor for enforcement purposes.

H. No action to recover wages and damages under this section shall be brought after the expiration of 2 years from the accruing of the cause of action.

I. Whenever any person shall contract with another for the performance of any work which the contracting person has undertaken to perform, he or she shall become civilly liable to employees engaged in the performance of work under such contract for the payment of wages, exclusive of treble damages, as required under this section, whenever and to the extent that the employer of such employees fails to pay such wages, and the employer of such employees shall be liable to such person for any wages paid by him under this Section. If pursuant to this Subsection (I) a person becomes civilly liable to employees of another, such liability shall not constitute a violation of this Section for purposes of the termination, civil penalty and debarment provisions of Subsections (D) and (E) of this Section.

J. A contract manager shall be responsible for monitoring compliance with this Section, but shall not become civilly liable to the same extent as the contracting person. For purposes of this Section, "contract manager" means any person who performs the function of the contracting person without becoming a party to the contract of performance, but rather contracts with the recipient of the goods or services to act as his/her agent. A contract manager who knowingly fails or refuses to monitor compliance with this Section shall, for each such failure or refusal, be subject to a Civil Penalty of not less than $100 nor more than $500. A Civil Penalty claim under this subsection may be filed in any court of competent jurisdiction. A contract manager's liability for a Civil Penalty pursuant to this

Subsection (j) shall not constitute a violation of this section for purposes of the termination, civil penalty and debarment provisions of Subsection (D) and (E) of this Section.

15. PREFERENCE FOR DELAWARE LABOR: STIPULATION IN CONTRACT

In the construction of all public works for the State or any political subdivision thereof, or by persons contracting with the State or any political subdivision thereof, preference in employment of laborers, workmen or mechanics, shall be given to bona fide legal citizens of the State, who have established citizenship by residence of at least ninety days in the State. Any person, company or corporation who violates the provisions of this section shall pay a penalty to the Secretary of Finance equal to the amount of compensation paid to any person in violation of this section.

16. NON-DISCRIMINATION

In performing this work the successful bidder agrees to the following:

A. The successful bidder will not discriminate against any employee or application for employment because of race, creed, color, sex, national origin, age or disability. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, age or disability. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The successful bidder will, in all solicitations or advertisements for employees place by or on behalf of himself, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, age or disability.

17. EQUAL OPPORTUNITY EMPLOYER

The named School District(s) is an equal opportunity employer and does not discriminate or deny services on the basis of race, color, creed, national origin, sex, disability, or age.

18. INSURANCE - LIABILITY

The successful bidder shall maintain, at its expense, the following insurance:

A. Public Liability and Automobile Liability Insurance

1. The policy is to be provided for both the owner and the contractor.

2. Minimum coverage for bodily injury shall be $500,000 for any one individual and $1,000,000 for any one accident.

3. Minimum coverage for property damage shall be $500,000 for any one accident.

4. Policies shall include completed operations, owners and contractors Protective Liability and Contractual Liability coverage, including protection against claims arising out of the activities of subcontractors in the same minimum amounts stated above.

5. If the project involves excavations, deep trenching, or blasting, endorsements to the policy should be obtained to cover these hazards.

6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

B. Builders Risk Policy

1. The builders risk policy shall be an all risk coverage policy.

2. The policy shall be in the name of the owner and prime contractor, jointly, "as their interests may appear."

3. On new construction or complete additions, the policy will be carried on a completed value basis.

4. On renovation projects, the policy will be covered by either an installation floater or a separate policy of sufficient dollar amount to fully cover the cost of the materials stored.

5. If it is your policy to pay for material not stored on the site, either a separate certificate of insurance must be issued or a rider must be added to the existing builders risk policy. The amount of coverage must be sufficient to cover all materials stored off the site.

6. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

C. Worker's Compensation Including Employee's Liability

1. Minimum limit on Employee's Liability to be $100,000 minimum limit for all employees working at one site.

2. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

D. Boiler Insurance

1. If a new boiler is started prior to acceptance of the installation by the owner, the contractor must carry boiler insurance until acceptance by the owner.

2. Minimum coverage for boiler insurance of bodily injury will be $1,000,000. For property damage the minimum coverage will also be $1,000,000.

3. Certificates of insurance must be filed with the owner guaranteeing fifteen (15) days notice prior to cancellation.

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.

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.

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

Not withstanding 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.

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.

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 the scope of work to be performed.

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.

19. LICENSES, FEES, PERMITS, TAXES, AND STATE LAWS

In the performance of this Contract the successful Bidder is required to comply with all applicable Federal, State, and Local laws, ordinances, codes, and regulations. The cost of permits, insurance, taxes, and other relevant costs required in the performance of the Contract shall be borne by the successful Bidder. All Delaware Laws in reference to construction shall be as binding as though quoted in full herein and their application shall be fully adhered to by all parties affected hereby. The vendor shall furnish upon request any or all of the referenced items.

All bidders shall be properly licensed and authorized to transact business in the State of Delaware as provided for in Delaware Code Title 30, §2502 and in any and all Delaware Municipalities having jurisdiction to require such licensing within the geographic boundaries of the site(s) where the work is to be performed prior to the execution of any contract resulting from this bid. In the case of contracts in excess of $50,000.00 which are competitively bid, such person shall have initiated the license application procedure required by this subsection with the Division of Revenue prior to, or in conjunction with, the submission of a bid on a contract, or in the case of a subcontractor, prior to the submission of a bid by the general contractor. Proof of such license compliance shall be as determined by the School District(s) or their designee.

All bidders for public works projects shall insure that they have met all general contractor and/or subcontractor licensing requirements in accord with the requirement of Title 29 §6962 prior to submitting a bid.

NOTE: Contractors and subcontractors bonding and licensing requirements were amended by HB585 and as of January 1, 1987, require the following:

A. Bidders shall obtain and comply with the Delaware Department of Revenue's Technical Information Memorandum 88-10 dated December 29, 1986. This Technical Information Memorandum constitutes the Division of Revenue's Regulations with regard to contractor licensing and bonding requirements under the amended statutes. These Regulations are promulgated pursuant to 30 Del. C. §2103(b).

B. 30 Del. C. §375 Requirements:

1. Surety bonds in the amount of 6% of the contract or subcontract price are required for all non-resident contractors for contracts within the State of Delaware in which either:

(a) The single contract or subcontract totals $20,000 or more; or

(b) The contract or subcontract is a "cost-plus" contract whose estimated cost-and-profit totals $20,000 or more; or

(c) The aggregate of two or more contracts or subcontracts in a calendar year totals $20,000 or more.

2. The Division of Revenue will accept cash bonds, which may be paid by check, on contracts not exceeding $100,000.

3. The contractor's bond shall be filed before construction commences on any contract upon which a bond is required pursuant to 30 Del. C. §375, as outlined in Paragraph (a-c) above.

C. For licensing requirements, penalties, definitions, information filing, and other requirements, bidders shall refer to Technical Information memorandum 86-10 and to the referenced sections of the Delaware Code. For additional information call 1-800-292-7826.

20. WAGE SCALE - PREVAILING

When the schedule of prevailing wages is not attached, it is the responsibility of vendors to obtain it from the Delaware Department of Labor, 820 North French Street, Wilmington, DE 19801.

21. PATENTS, TRADEMARKS, AND COPYRIGHTS

The supplier shall hold free of any liability, the School District(s) and the officers and employees, of any costs or expenses arising from patent, trademark or copyright infringement incurred by use of any item supplied or process used in performance of this Contract.

22. COVENANT AGAINST CONTINGENT FEES

The bidder warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement of understanding for a commission or percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warrantee the School District(s) shall have the right to annul the Contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fees.

23. TAXES - EXEMPT

Since the School District(s) is exempt, prices quoted shall not include Federal taxes or State of Local taxes. Tax Exemption number is 51-6000279.

24. TRADE DISCOUNTS

All prices offered must be lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless; (1) Specifically requested in that manner; (2) A copy of

the referenced price list accompanies the bid.

25. COMMERCIAL WARRANTEE AND GUARANTEE CERTIFICATE

The supplier agrees that the supplies or services furnished under the Contract shall be covered by the most favorable commercial warranties the supplier gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the District(s) by any other clauses of the Contract. A final payment for performance shall not relieve the successful bidder of responsibility for faulty materials or workmanship.

26. INTERPRETATION OF SPECIFICATIONS

Should any bidder be in doubt as to the intention and meaning of the specifications, he may make inquiry to the Office of the Supervisor of Central Bidding of the District(s). Questions received less than three working days before the opening of bids may not be considered. All questions in order to be considered must be submitted in writing.

27. EXAMINATION OF SITE AND OTHER CONDITIONS BEARING ON THIS WORK

Before submitting proposal, bidders shall fully inform themselves of the nature of the work by personal examination of the site, and by such means as they consider necessary, as to matters, conditions, or considerations bearing on or in any way affecting the preparation of their proposal. A bidder shall not at any time after the submission of his proposal claim that there is any misunderstanding in regard to the location, extent, or nature of the work to be performed. No claims for any extra will be allowed because of alleged impossibilities in the production of the results specified, or because of inadequate or improper plans or specifications, and whenever a result is required, the successful bidder shall furnish any and all extras and make any changes needed to produce, to the satisfaction of the District(s), the required results at no expense to the District(s).

Failure of the bidder to thoroughly understand all aspects of the solicitation before submitting their bid shall not be sufficient cause to permit withdrawal of its bid nor secure relief on pleas of error after the contract is awarded.

28. BRAND NAMES AND APPROVED EQUAL

A. Where a particular manufacturer or several manufacturers, brands or models are referenced, it is to be interpreted as indicating the type or quality of material, and shall be interpreted to include an "approved equal". Bids may be considered on models or brands or products of manufacturers other than those specified if the items being substituted were approved by the designee of the District(s).

B. Where a manufacturer, brand, or model is referenced in the bid specifications, the absence of a reference to a different manufacturer, brand, or model in the bidder's proposal shall be interpreted as a bid on the manufacturer, brand, or model specified. Where several manufacturers or models are referenced as being equally acceptable and the bidder does not indicate what particular model or brand they are offering, the Designee of the District(s) shall have the right to select any brand or model referenced.

Only one bid per item will be considered. If a vendor submits more than one bid on an item, none of the vendor's bids on that item will be considered.

C. The Board of Education of the District(s) shall be the sole judge as to whether or not items submitted meet specifications or whether or not items being bid are equal. Any attempt to "resell" or disqualify other supplies while the proposals are being analyzed may be reason for your bid to be disqualified. If additional information is required, contact the Central Bidding Department.

D. All items furnished under the Contract must be new and unused, latest models (unless otherwise specified) and free from all defects. The foregoing excepts exchange, normal "rebuilt" items, where specified.

29. SAMPLES AND DESCRIPTIVE LITERATURE

A. When requesting approval to bid models, brands or products of manufacturers other than those specified, such a request must be accompanied by catalog cuts and/or detailed specifications. The District(s) may also request bidders to submit samples for examination and appraisal.

B. Requested samples shall be submitted at no cost to the District(s) and may be required by the District(s) either prior to, at the time of the bid opening, or within ten calendar days following the request. Time of submission of samples shall be specified in the specifications. Samples shall be specified in the specifications. Samples not provided as requested, will be reason to reject the bid for that item. All such samples shall be identified as to the supplier, model number, bid item number and other information that may be required; these samples will be returned after evaluation. Suppliers shall have the responsibility of picking up their samples within two weeks after notification. Samples not removed after two weeks will automatically become the property of the District(s) at no charge.

30. RESPONSIBILITY FOR DAMAGE AND CARE OF SCHOOL PROPERTY

The Supplier in the performance of this Contract will be held financially responsible for any damage to the grounds, buildings, or equipment caused by him, his subcontractors or employees, or other persons engaged in the performance of the Contract.

Every reasonable effort shall be made by workmen to proceed with the work as described in these specifications in a manner accepted in trade circles as the highest level of workmanship. The successful bidder for this work shall be responsible for all damage to other work caused by his workmen or through the neglect of his workmen on the site.

Workmanlike care shall be expected at all times in performing the work. It shall be the responsibility of the successful bidder to repair or replace all damaged property, the damage for which he, or anyone working under his direction is responsible.

31. SUPPLIER CLEAN-UP

All debris resulting from the supplier's delivery and installation shall be disposed of entirely by the supplier in an efficient and expeditious manner as required and directed by the District(s) Designee. The successful bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work. District(s)-owned trash receptacles are not to be used by the vendor without prior approval.

32. STORAGE OF MATERIALS

Every effort shall be made by the successful bidder to schedule delivery of materials so that a minimum of storage space is required. The successful bidder shall not encumber the premises with his materials and shall store all materials in a place designated by the Board of Education or its representative. The District(s) will not be responsible for any damage to or theft of tools or materials used in this work.

33. UNPACKING AND ASSEMBLING

All work described in the specifications regarding unpacking, assembling, and placement of all movable furniture and/or equipment must be completed within five (5) days after furniture and/or equipment is received on the site unless prior approval is received.

Any bidder failing to unpack and assemble knockdown equipment and furniture will be charged (deduction will be made from billing) a fee to cover the District's cost of unpacking and assembling.

34. SERVICE

Each bidder may be required to submit a signed statement to the effect he can furnish service by factory trained personnel Monday to Friday during the hours of 8:00 a.m. - 4:00 p.m.

35. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications must be completed with reasonable promptness. The District(s) shall be the sole judge of what is "reasonably prompt" under the circumstances. If the successful bidder does not begin the work in a reasonable amount of time, it will be notified that if it fails to initiate the work promptly, the contract may be terminated and the District(s) will forthwith proceed to collect for nonperformance of the work.

36. ORDERING

All items or services to be furnished under the Contract will be ordered by the issuance of a Purchase Order signed by two authorized representatives of the District(s). This document must be in the hands of the successful bidder prior to any work commencing on the Contract.

37. DELIVERY, INSPECTION, ACCEPTANCE, AND PACKAGING

A. All supplies, materials, equipment, goods, and services are to be delivered postpaid to the location or locations indicated on the Proposal Form, Specifications, or Purchase Order. No labor will be provided to help unload any product under Contract.

B. The delivery of goods or items furnished under the terms of the Contract shall not be considered as acceptance thereof until the goods are inspected. The District(s) shall have a reasonable opportunity to inspect. If, for example, goods are delivered on August 1, the District(s) may not have a reasonable opportunity to inspect such goods until September or October. In all events, shipping invoices or other documents sent with goods shall not be controlling with respect to the timing of inspection. The inspection and test by the District(s) of any supplies or lots thereof does not relieve the supplier from any responsibility regarding defects or other failure to meet the Contract requirements which may be discovered subsequent to delivery. Except as otherwise provided in the Contract, acceptance shall be conclusive except as regards to Patent defects, fraud, or such gross mistakes as amount to fraud.

C. Any item to be supplied as a result of this Contract shall be subject to inspection and test by the Ordering Office, to the extent practicable, at all times and places including the period of manufacture and in any event prior to acceptance.

D. In case any item or lots of items are found to be defective in material or workmanship or otherwise not in conformity with the requirements of the Contract, the Ordering Office shall have the right to either reject them (with or without instructions as to their disposition) or to require their correction. Items or lots of items which have been rejected or required to be corrected shall be removed or, if required by the Ordering Office as they may deem appropriate, corrected in place by and at the expense of the supplier promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the supplier fails to promptly remove such items or lots of items which are required to be removed, or promptly to replace or correct such items or lots of items, the District(s) either (1) may re-contract or otherwise, replace or correct such items and charge the supplier the cost occasioned the District(s) thereby, or (2) may terminate the Contract for default as provided in the clause of the Contract entitled "Failure to comply with Contract".

E. Acceptance or rejection of any items shall be made as promptly as practicable after delivery, except as otherwise provided in the Contract; but failure to inspect and accept or reject items shall neither relieve the supplier from responsibility for such items as are not in accordance with the Contract requirements nor impose liability on the District(s) therefore.

F. Neither the School District(s) nor other Ordering Office will assume responsibility for damage to any rejected delivery caused by weather, improper warehousing, or mishandling.

G. All outer packs of items delivered under the Contract (except subsistence items delivered to cafeterias) must be marked with the Purchase Order/Contract number and item identification.

Failure to provide adequate identifying markings may result in refusal of the delivery.

H. Unless otherwise stated, all prices include delivery and placement within the ship-to-address in that area specified in the Contract or Purchase Order.

I. Collect shipments will not be accepted.

J. All shipments shall be F.O.B. point of destination as indicated in the Proposal or on the Purchase Order.

38. INVOICES

Invoices must be completely identifiable, supported by delivery receipts where specified, and contain the following minimum information:

1. Purchase Order/Contract number.

2. Delivery destination as it appears on the Purchase Order.

3. Contract item number, quantity and description of item billed.

4. Unit price and extended price of each item.

5. Total amount of invoice.

6. Any prompt payment discount offered.

39. INDEMNIFICATION

By submitting a bid, all bidders agree that in the event they are awarded a contract, they will indemnify and otherwise hold harmless the District(s), its agents and employees from any and all liability, suits, actions or claims, together with all costs, expenses or attorneys' fees, arising out of their performance of work or supplying materials and services in connection with the contract. This agreement to indemnify and hold harmless shall cover all suits, actions, claims or liabilities asserted against the District(s), its agents and employees, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable to the District(s) or its employees or agents, to the extent that it shall be also determined that the acts, or failure to act are attributable, in whole or in part, to such bidders or its employees or agents.

40. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution by the Board(s) of this contract, the successful bidder hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Board(s) pursuant to this contract.

41. HAZARDOUS MATERIALS

As required in the Hazardous Chemical Information Act of June, 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to each School along with the shipping slips that includes those products.

42. CONTRACT DOCUMENTS

These General Instructions and any Special Instructions, Bid Specifications, Requests for Bid, Bid Proposal Form, Purchase Order, and Contract shall be a part of and constitute the contract entered into by the District(s) and any successful bidder. In the event there is any discrepancy between any of the foregoing contract documents, the following order of documents governs so that the former prevails over the latter: Contract, Purchase Order, Bid Specifications, Special Instructions, General Instructions, Requests for Bid and Bid Proposal Form.

43. THE CONTRACT

This Contract shall be governed by Delaware law, and any dispute concerning the interpretation or application of this Contract, and any documents incorporated by reference into this Contract, or any materials supplied or work performed under this Contract must be heard in Delaware.

44. TRANSFER OF BIDS

The District named in this bid and the successful bidder may reach an agreement to make available to any agency or school district in the State the bid prices submitted for this contract. Where such an agreement exists, the District(s) named shall have access to purchase under the contract.

SPECIAL INSTRUCTIONS
Title I Instructional Services to Private Schools 2015-16

RFP #5-15-32

Scope of Work

To provide Title I services to students attending participating private schools and live in participating Title I public school feeder patterns within the Appoquinimink, Brandywine, Christina, Colonial, Red Clay and Smyrna School Districts for the 2015-16 school year. The successful bidder(s) will be required to provide educational services in accordance with the United States Court's decision of Agostini vs. Felton. Title I services will be based on identified needs and federal allocation of funds. Planning, implementation and evaluation shall be accomplished in consultation with the public and private Title I project administrators. Each of the LEA Title I Coordinators will retain the administrative responsibility and ultimate control of the overall Title I services to students in the private schools located in their respective district.

Contract

This contract shall be for one year, commencing August 1, 2015 and may be extended in whole or in part to include one additional time period, upon the mutual agreement of all parties. Future levels of service are contingent upon available levels of Federal Title I funding. Any change in contract fees, if accepted by all parties as part of a contract extension, shall not exceed the increase in the Consumer Price Index (CPI – W US City Average) as reported by the U.S. Dept. of Labor for the latest available twelve month period at the time of contract renewal acceptance.

Award of Contract

Each individual district will make the award of this contract to the provider or providers, in whole or in part, to the most qualified bidder(s) who can demonstrate by their qualifications and experience to be able to provide the desired level of service. Bids will be received by each district: Appoquinimink, Brandywine, Christina, Colonial, Red Clay and Smyrna School Districts. Bids do not have to be submitted for all nor do bids have to be submitted for all modules of service. For example, a bid may be submitted to provide summer session services only. Each district reserves the right to award this contract to more than one bidder in order to secure services, however, the preference for ease of administration is to utilize one contractor.

The Title I program administrators will use a rubric for the evaluation of each proposal, based on the criteria outlined in meaningful consultation with private schools in the 2014-15 school year. See Addendum

Unit Price

Bid – The bid shall be based on an hourly rate calculated to include 90-minutes of on-task instructional service that are provided in either two 45-minute or three 30-minute periods or by design and in agreement with the building administrator for services per week for one pupil for the school year. A school year will be defined as either 30, 31, 32 or 33 calendar weeks of Title I service, omitting weekly vacations for winter and spring breaks. Testing periods at the beginning and end of the year are billed at the vendor's hourly rate as part of the provided weeks of service. Partial and full-day closures for national holidays, religious holidays, professional development, parent conferences and school assemblies or special activities that interrupt services are considered part of the weeks of service, even

though classes may be cancelled for an isolated day or for an individual grade level at particular schools. Individual student attendance will be reflected per session and billing will be submitted to reflect only the services provided per child per week. Title I law states that payment is only for services rendered. See Addendum

Instructional Costs -- The budgets shall have one category, Instructional Costs, which is defined as: teacher salaries, including fringe benefits, and instructional materials, including items such as, books, computers, software for student use, workbooks, and student instructional supplies that are reasonable and necessary for operating the program. Instructional costs are deducted monthly from the LEA's total reserve for instruction under equitable services to private schools in the Title I budget. The LEA will consider any written requests for bulk orders for testing or instructional materials that the district will purchase directly for the vendor.

The following dollar amounts were allocated by each district for private school instructional reservations for the 2014-2015 school year and is included for the bidder to project and hourly rate. A district's instructional set aside is used for students that the district has pre-approved as eligible but who may attend schools south of the C&D canal, in addition to those schools serviced by the New Castle County Consortium. This contract is primarily intended for participating private schools located above the canal.

- Appoquinimink School District $ 11,099.07
- Brandywine School District $ 14,212.00
- Christina School District $ 30,522.000
- Colonial School District $ 45,343.00
- Red Clay Consolidated $ 80,938.00
- Smyrna School District $ 0.00

Accurate reservations for 2015-16 school year are pending on the Department of Education approval of each school district's Consolidated Grant Application for that year and any modification in federal Elementary and Secondary Education Act (ESEA) regulations or cutbacks in funding due to Sequestration (approximately 9% cutbacks).

Professional Development -- Professional development opportunities described in the successful bidder's proposal can be selected by private school personnel, using the professional development allocations, to assist teachers of struggling students. Otherwise the district will contract with other vendors to provide appropriate, sustainable professional development from a list of topics predetermined by the participating private schools.

Parental Involvement -- Teacher and family activities to increase home-school communications, assisting with homework, and promoting active school participation in the educational process described in the successful bidder's proposal can be selected by private school personnel, using parent involvement allocations.

Administrative costs – Administrative costs are not to exceed the LEA's reservation for equitable services taken off the top of the 2015-16 approved grants. For the sake of this grant, calculate a stand-alone cost not to exceed 5% of the instructional funds. Administrative costs would include rental fees, equipment, materials and supplies that the districts would pay from a different line item in the grant and does not affect the instructional set-aside for services.

Per Pupil Cost – The bidder will submit one budget for the New Castle County districts that contains one Per Pupil Cost (PPC) irrespective of district, private school or size of classes. The vendor's hourly rate, a Per Pupil Cost (PPC) of 1.5 hours for either 30, 31, 32 or 33 weeks will be defined as the cost of one slot of service for a year. Set-asides

for school services will be shared in a timely fashion with private school personnel and the successful bidder upon approval of each LEA's Consolidated Grant.

Termination of Contract

This contract may be terminated by individual districts upon just cause and written notification. The actions of one district to terminate its contractual agreement shall not affect the relationships of the other remaining district. The school district is obligated to replace the vendor or services by posting another RFP timeframe for bids, if no qualified provider from the Spring 2015 review exists. The new provider, when determined, will be approved at the subsequent regularly scheduled School Board meeting after contracts are signed.

Bid Deposit / Performance Bonds

Requirements are waived for this project.

Payment for Services

Payments will be processed in accordance with standard State of Delaware accounting procedures. Fees are quoted based on an estimated hourly rate but must be billed as an actual expense reimbursement by identified pupils (i.e., salaries, materials, administration, etc). Instruction will be billed as .5 (for 30 minute sessions) or .75 intervals (for 45 minute sessions) per calendar day. Billing is based on student attendance and will be submitted to the LEA on monthly invoices. Expenses should include all direct expenses and any item related to the service or program. Fees due to the vendor will be billed and paid monthly in arrears.

Quality Assurance

The school districts reserve the right to visit existing vendor installations, where similar services are being performed, upon 24 hours of notice. Experience of the bidder to provide services similar to those described herein will be taken into consideration in determining the successful bidder(s).

- Qualified bidders must have knowledge of Title I Elementary and Secondary Education Act (ESEA), specifically in delivering equitable services.
- Qualified bidders may submit copies of the forms that they currently use for invoicing, labeling of materials purchased with equitable services reservations, annual evaluation of program effectiveness, spreadsheets used to monitor student participation across numerous private schools, a blank Student Learning Plan, teacher communication form, parent communication form(s), etc.

Projected Services

It has been determined by private school administrators, in consultation with the school districts, that all services provided for the 2015-16 school year will be on-site classroom instruction. Services for the 2015-16 school year are English Language Arts and Mathematics, as approved by the LEA. It is the intent of this bid to receive rates for a "menu" of services to be provided, from which administrators of participating private schools can choose, to best fit their needs. This "menu" includes the following formats, all of which include the same number of instructional hours per week per pupil:

Classroom Instruction

- Before school hours
- During school hours
- After school hours

Copies

Please include seven (7) copies of your proposal. A failure to do so may be cause for rejection of your bid.

Request for Proposal Procedures

Vendors submitting proposals may be afforded an opportunity for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. Negotiations may be conducted with responsible vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing vendors during the negotiation process.

The award shall be made to the responsible vendor(s) whose proposal is most advantageous to the school district, taking into consideration the evaluation factors set forth in this request.

Questions

All questions must be referred to Emily L. Ryan, Data Service Center, 168 S Dupont Highway, New Castle, DE 19720 eryan@dataservice.org

Criteria for Award

The Equitable Services Scoring Rubric will be used by each participating LEA ranking each bid on the following criteria in isolation from any other school district. Point totals will be aggregated for each bidder when determining which vendor is awarded the contract.

- Vendor's experience with providing similar and other instructional services. Vendor's experience with recruiting and employing qualified professionals. Available staff to recruit and monitor successful fulfillment of services required.
  25%
- Ability to service a broad range of student circumstances.
  25%
- Vendor's ability to provide continuing education for staff, teachers, school administrators, and parents.
  25%
- Cost to run program (cost at an hourly rate).
  25%

Contractual Requirements

Calculation of Setasides -- Private schools who submit a signed, 2015-16 Intent to Participate Letter and poverty surveys for low income students, collected during SY 2014-2015 for the calculation of set-asides for the SY 2015-2016, will receive services if referred students in their schools are among the most academically at-risk of not meeting grade level expectations while funds are available. Not all referred students can be serviced if the demand for service exceeds funding reservations. Determination of pooling or allocation school by school will be determined by the Superintendent of each school district, with the input of private school administrators derived through

meaningful consultation. The decision will not affect the total instructional reservation to cover the cost of ELA and Math services to pupils who reside in participating public school feeder patterns in that district. The successful bidder will collaborate with the personnel in each of these schools to create a schedule and appropriate number of classes to service all students approved by the Title I Coordinators in each LEA.

Project Manager -- The successful bidder will provide a single point of contact for all LEAs to address administrative and supervisory issues, monitor the program, and report monthly to the appropriate Title I Coordinator. This person will be known as the provider's Project Manager. These annual submission of Administrative Costs will not exceed 5% of the instructional reservation and a rollover option for a second school year, may be awarded at the discretion of the LEAs.

Invoicing

Instructional Materials -- Instructional materials and supplies will be purchased through the requisition process using instructional funds. The vendor will submit a list of necessary materials and supplies in advance of start-up or provide receipt for the purchase of materials and supplies the vendor purchased for instructional purposes with their own funds, with prior authorization of that LEA. See Addendum

1. The LEA will purchase or approve all materials, supplies, and equipment prior to implementation.

2. The Title I Coordinator will review and approve all materials used by the employees of the vendor and reserve the right to reject materials found to be objectionable.

3. Supplemental materials and supplies will be available only for use with eligible, participating students while in Title I classrooms.

4. These materials are paid by the LEA using instructional allocations for equitable services and will be tagged "Property of the ___ School District".

Administrative Materials -- Administrative materials and supplies should only be billed after consultation with and approval by the Title I Coordinator for each district.

Instructional Services -- The successful bidder shall bill each LEA separately and only for the type and amount of services agreed upon and provided in accordance with the terms of this agreement. The Title I contract as a reimbursable contract so the vendor will bill based on its actual cost incurred during the provision of services and will provide documentation such as salaries of teachers, student attendance per sessions, etc.

Staffing

Hiring -- The successful bidder shall employ all staff required to fulfill the services contracted in this agreement.

Teacher Qualifications -- All of the teachers employed have at least a bachelor's degree in education. The successful bidder must maintain files with verification of the credentials of the provider's employees, results of State-required background checks and current PPD test results. These records are to be made available upon request by the districts.

Safe Environment Training -- All teachers in the Title I program who are working in private schools will participate in safe environment training, if required by the school where they serve. The private schools will provide free of charge, except for the materials cost, the same presentation that administrators, teachers, paraprofessionals and parents volunteering at the schools must attend. Training will ensure that Title I teachers know the procedures to employ in a crisis situation in that school.

Replacement staff -- It is the bidder's responsibility to provide a permanent qualified replacement within two weeks of the vacancy, in the event that a teacher assigned to a school leaves the employ of the successful bidder.

Substitute teachers -- Substitute teachers must meet the same employee criteria as full-time employees. In the event that a teacher assigned to a school is absent for any reason, it will be the Project Manager's responsibility to provide a substitute teacher within three subsequent sessions or sooner. Substitutes must notify the office when they are in the building and which teacher they are replacing each day. When no substitute is available, the Project Manager will notify the respective principal(s) to keep students in class that day and will schedule a makeup session/day.

LEA Oversight -- The LEA Coordinator will monitor student eligibility and monitor Title I services and expenditures for the program. Purchases and services provided without prior approval of the LEA will not be reimbursable and will not be included on the monthly invoices.

Project Manager Oversight

Student Learning Plans -- The initial needs of students who are deemed eligible for Title I services will be ascertained in consultation with the Title I Coordinator and the private school representatives via the referral process. Information will be provided to the successful bidder. Test profiles and individual student needs will be used in the development of the Student Learning Plan. At the end of each marking period student progress will be marked on the Student Learning Plan (SLP).

Master Scheduling -- The successful bidder will meet with participating private school administrators 30 days prior to the first day of school to discuss specific educational program needs of the building and the projected days/times of services. Private school administrators will provide their master schedules and collaborate with the provider in creating a site schedule that coordinates with the school calendars. The vendor will compile participating school calendars (including all vacation, conference and teacher professional development days) and distribute copies to each LEA coordinator in the Fall.

Delivery of Service

Tutoring Schedule -- The Title I teaching schedule will be furnished by the project manager to both Title I Coordinators and private school administrators by November 30th. It will contain the names of teachers, daily start and end times, grade levels and content areas of service at each participating school.

1. Students will be scheduled for instructional services prior to the start of the school year, as Parent Consent Forms are authorized and distributed by the LEA Coordinators.

2. The successful bidder will provide supplemental instruction to those students in the grade spans identified by the schools on the Intent to Participate forms, in accordance with the designated secular curriculum objectives and specific student needs of the school for reading and/or math.

3. The successful bidder will provide direct instruction to students on or before October 1st.

4. The successful bidder shall provide either two 45-minute, or three 30-minute or by design and in agreement with the building administrator tutoring sessions per week per subject of time on-task instructional service.

5. Multi-grade-level grouping arrangements must be approved each private school administrator.

6. Within 45 days of the end of the Title I services, not to exceed July 15th, the successful bidder shall submit to each public school Title I Coordinator an end-of-year evaluation report, as stipulated by District, State, and Federal requirements. The report will include, but is not limited to: pre and post assessment data, contact hours per child, summative parent communication information, and sample communication forms (i.e. coordination of instruction between the regular and Title I classrooms, progress reports, ongoing communication with parents, classroom observation forms, parent satisfaction surveys, end-of-year private school principal surveys and individual student plans, invitations to parent information resources.)

7. The successful bidder shall conduct monthly site visits to each private school, speaking to the private school administrator, content teacher, and/or parent(s) about the services provided. Parent conferences will be scheduled per the school calendar and teacher conference days discussed with the principal during the initial planning meetings.

8. The successful bidder is knowledgeable and will fulfill all other requirements of the Title I regulations, to assure compliance.

PROPOSAL PAGE

Title I Instructional Services

RFP #5-15-32

Classroom Instruction

Before School Hours	$_____	per pupil cost (90 min/wk/school year) *
During School Hours	$_____	per pupil cost (90 min/wk/school year) *
After School Hours	$_____	per pupil cost (90 min/wk/school year) *

*One year = either 30, 31, 32 or 33 school weeks (based on approval discussion in Meaningful Consultation with the participating private schools)

PROGRAM DESIGN FOR TITLE I EQUITABLE SERVICES

Title I Instructional Services to Private Schools - 2015-16

RFP #5-15-32

Meaningful consultation between the Title I Coordinators of the six-district New Castle County (NCC) and participating private school administrators has resulted in the following program criteria for the 2015-16 school year.

1. **Identifying educationally struggling students**
   - Only students who reside within a participating public Title I school feeder pattern are eligible candidates to receive Title I support by meeting academic criteria as a "struggling student."
   - A student can be referred as a "struggling student" if he/she scores at or below the 49th percentile in reading and/or math on the school's end-of-year, nationally norm-referenced test(s) that is used to measure academic growth.
   - Services for reading or math will include 90 minutes per week. (Two 45-minute or three 30-minute sessions or by design and in agreement with the building administrator) of time-on-task instruction. A child may receive services in both content areas, if eligible and approved by the LEA Title I Coordinator.
   - Eligible students will be serviced within the grade spans requested by participating private schools, based on available funding. A school can elect to omit grade levels to receive Title I services.
   - Quantified, achievement results for each referred child in all grades will be provided by the school using an assessment that provides standardized test results (i.e., DIBELS, running records, Metropolitan Test of Readiness, Terra Nova, and Stanford Achievement Test).
   - Anecdotal comments regarding current academic accommodations and strategies used in the regular class for student success will be included on the referral as supplemental information for consideration for eligibility.
   - An academic grade of C or below or evidence of working at an unsatisfactory level or below proficiency.

2. **Referral process**
   - Private school personnel are responsible for providing pertinent information about a particular student's needs to determine appropriate services. Student will be referred using the Referral Form, adhering to the timeline and procedures outlined on the reverse side of the Referral Form.
   - The principal must verify that a referred student lives within a participating Title I public school feeder pattern by accessing the automated program on the Appoquinimink, Brandywine, Christina, Colonial, Red Clay and Smyrna School District websites. The name of the school for the next school year must be printed in the upper right section of the Referral Form.
   - The private school principal will distribute and collect the Parent Consent Form that notify parents that the school will be referring the student for Title I services. The signed Parent Consent Form will allow for the release of student academic records to the LEA and also authorizes participation in the Title I program.

- The test protocol with student summative scores validating that the student's performance is at or below the 49th percentile accompanies the referral. Copies of subtest scores are needed to discriminate student needs and prioritize students.
- Each referral form will include **ALL required academic information**, including the end of year report card with the final grade(s) in the content area(s) to be serviced.
- The building **principal must sign and date** all referrals.
- When the LEA approves services the participating private school and vendor will be notified in order to schedule the student for services. A Parent Notification Letter will be sent confirming participation in the Title I program.
- Once the student is scheduled, Title I pretesting will begin. Testing can occur during the first two weeks after start-up of services. No Fall testing will be needed for students who were services during the previous school year. Spring post test scores will be used as Fall pretests to prevent duplication of services.
- Each principal will send all Referral Forms to the Title I Coordinator of the geographic LEA in which the participating private school is located by October 1st. The Title I Coordinator will verify districts feeder patterns, participating public schools and forward LEA Referral Forms to the appropriate school district representatives.
- When each pretest is completed, the vendor will file the gRade or gMade report in the student's portfolio. No student admitted to the program after the school's first marking period/trimester will be pretested.
- Students who begin services after Thanksgiving Break will not be pre-tested.

3. Service Delivery

- Services will begin on or before October 1st and end mid-May.
- The signed Parent Consent Form is filed in student portfolio.
- The vendor will create a Student Learning Plan (SLP) for participating student in each content area serviced. The form will be signed by the parent, Title I teacher and school representative and will be filed in student portfolios in a timely manner.
- A student portfolio will contain four general categories of documentation: Student Information, Testing and Work Samples, Parent Communication, and School Communication. Documentation will be added monthly.
- Pullout services will be provided collaboratively with principals at a mutually agreeable time.
- Services will support the school's core classroom instruction and remediate student weaknesses.
- Core teachers will complete a monthly, two-way communication form to identify skills that will be taught in the core classroom.
- The Title I teacher will return a copy of actual skills practiced in the pullout setting at the end of each month.
- The vendor will distribute parent resource materials purchased by the LEAs to reinforce instruction and skill development at home.

4. **Program Evaluation**
    - Title I Coordinators will send Parent Satisfaction Surveys to participating families and the results of returned surveys will be quantified by the LEA.
    - Private school principals will complete an Administrator Satisfaction Survey on behalf of the New Castle County districts. Results will be quantified across districts.
    - If needed, modifications are made to the program based on consultation with participating private schools during the meaningful consultations meetings.
    - Student's posttest assessment profiles will be used to assess student growth and evaluate the effectiveness of the program. A positive measureable growth is expected between pre and post test results for each child.
    - Within two weeks of the end of the Title I program, the vendor will file copies of spring posttest gRade and/or gMade profiles in the child's portfolio and deliver a copy of the post test for the parents and private school.
    - The Spring and Fall testing results will be incorporated into a SLP for 2015-16 services.

5. **Professional Development**

   Topics for sustained professional development provided by an LEA using discretionary funds to pay the successful bidder or a contracted consultant/s include, but are not limited to the following:
    - Core classroom interventions that can increase a struggling student's likelihood for success
    - Interpretation of test results used by the vendor
    - Administration of diagnostic assessments to identify struggling learners and benchmark student achievement (i.e., gMade, gRade, DIBELS)
    - Alignment of private school instruction to the Common Core State Standards
    - Behavioral interventions
    - Response to Intervention (RtI)
    - Grading
    - Best Instructional Practices

6. **Activities for teachers and families of participants**

   Topics to engage parents in the Title I process using a formula-based set-aside to pay the successful bidder or contracted consultant/s include, but not limited to, the following:
    - Parent brochures for content area teachers to distribute to Title I parents on conference days
    - Kindergarten and readiness skills
    - Transition to different grade span schools (elementary, middle, high)
    - Bullying
    - Consultants / presenters
    - Internet safety
    - Summer enrichment activities

ADDENDUM

1. SCORING RUBRIC
2. INVOICE
   - Pg. 1 Cost Per Pupil Summary Sheet
   - Pg. 2 Equitable Services Summary Sheet (per School)
   - Pg. 3 Equitable Instructional Services Sheet (Math)
   - Pg. 4 Equitable Instructional Services Sheet (Reading)
3. REFERRAL FORM
4. PROPOSAL SIGNATURE PAGE

PROPOSAL PAGE

Title I Instructional Services to Private Schools
RFP #5-15-32

_____

NAME OF COMPANY SUBMITTING PROPOSAL

_____

ADDRESS

_____

THE UNDERSIGNED BIDDER CERTIFIES THAT NEITHER HE NOR ANY REPRESENTATIVE OF HIS COMPANY HAS, EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS PROPOSAL.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	**DATE**
NAME OF LOCAL REPRESENTATIVE (PRINT)	**FEDERAL E. I. NUMBER**
TELEPHONE NUMBER	**FAX NUMBER**

RFP OPENING: **February 12, 2015 at 2:00 PM**

PROPOSALS NOT RECEIVED BY THIS TIME SHALL NOT BE CONSIDERED. NO EXPCEPTIONS WILL BE MADE.

Appoquinimink School District | Brandywine School District | Christina School District | Colonial School District | Red Clay Consolidated School District | Smyrna Eagles

NEW CASTLE COUNTY TITLE I EQUITABLE SERVICES PROGRAM
STUDENT REFERRAL FORM – FOR SCHOOL YEAR 2015-16

STUDENT Name: _____ Referring Teacher: _____

Home Address: _____ Private School: _____

_____ Most Recent Reading/ELA Report Card Grade: _____

Home Phone #: _____ Most Recent Math Report Card Grade: _____

Parent Cell Ph# _____ Grade Enrolled in Fall 2015 (2015-2016 SY): _____

Parent Email: _____ **Feeder School for 2015-16l:** _____

Principal Signature: _____ Vendor Signature: _____

----------COMPLETED BY THE CLASSROOM TEACHER----------

Rdg	**Reading Concerns** (Check all that apply).		Math	**Math Concerns** (Check all that apply.)
	Lacks Phonemic Awareness			Demonstrates poor number sense
	Lacks Phonetic Skills/Structural Analysis			Lacks basic knowledge of facts for grade level
	Vocabulary is limited			Lacks understanding of math concepts for grade level
	Reading Fluency is limited, or lacking, poor expression			Exhibits poor problem solving strategies
	Lacks understanding of word meanings			Unable to communicate Math Concepts
	Comprehension skills are limited or lacking			Lacks proficiency/work is inaccurate
	Poor Oral Communication			Math reasoning is below grade level
	Poor Written Communication			Unable to relate Math Concepts to authentic tasks
	Poor Study Skills			
	< TOTAL Number Reading Comments			**< TOTAL Number Math Comments**

✓ ATTACH (Check all that is submitted for review.) ✓ ATTACHED (Check all that is submitted for review.)

☐ **Parent Consent Form is signed and attached. REQUIRED**

	Terra Nova Reading--Composite %ile	☐		Terra Nova Math--Composite %ile	☐
	Metropolitan Test of Readiness--%ile	☐		Other Standardized Math Test %ile:	☐
	Spring 2015 gRade (GVS)	☐		Spring 2015 gMade (GVS)	☐
	May 2015 SM Reading performance	☐		May 2015 SB Math performance	☐
	Other Standardized Reading Test %ile:	☐		2014-2015 report card (entire year)	☐
	Anecdotal notes with intervention strategies used			Other:	

----------COMPLETED BY THE LEA TITLE I COORDINATOR----------

2015-2016 Home Feeder School: _____ Verifying District: _____

This student ____ **MEETS** eligibility criteria for Title I services in a private school for: ___ reading ___ math ___ both

This student ____ IS **NOT** eligible due to ____ residency ____ grade span served ____ prioritized ranking ____ incomplete referral

_____ _____

Title I Supervisor Date

(Revised 1/19/15)

Procedures for Referral of Students for Title I Services

1. The referring private school completes the top section of the form by providing family and school contact information, verifying that the student resides in a public school feeder pattern where Title I services are offered to public school students, and specifies the reading and math performance concerns observed in the classroom by checking the appropriate column(s) by content area. If the child does not reside in a participating public Title I feeder pattern efforts to refer the child are abandoned.

2. A Parental Consent Form template that approves release of student academic records and approval to receive services will be provided to the private school. The private school provides the parents/guardians with the Parent Consent Form that informs the parent that a referral for Title I services will be made due to below average scores on the spring standardized tests and current academic grades. The original notification letter will be signed, returned to the school and attached to this form confirming approval to release records to the LEA and granting permission to participate in the Title I program. The private school will distribute and collect the signed Parent Consent Form and make follow-up contacts with parents/guardians if the consent form is not returned. Principals will keep a copy of the signed Parent Consent Form and give the original to the Title I staff for the child's portfolio.

3. Attach copies of all academic and intervention documentation that reflects consideration for eligibility for Title I support in reading and/or math. On the front of this referral form, place a check mark in each box corresponding to every document that is attached. (The vendor or LEA will attach Spring gMade and gRade test results for pupils who received Title I services durng the current school year.)

4. The private school principal collects all referral forms for the school, signs and dates each referral and verifies that required documents are attached for each student and then either faxes, electronically scans, emails, or sends the required documents through US mail, or hand delivers all referrals **on or before October 1st** to the Title I Coordinator in the school district where the private school is located. The school will maintain a copy of all submissions for future reference. LEAs will prioritize referrals for their respective, eligible students through **November 30th**.

DISTRICT	TO	FAX	PHONE	EMAIL
Appoquinimink	Dr. Debbie Panchisin	302-378-5280	302-376-4271	Debbie.Panchisin@appo.k12.de.us
Brandywine	Dr. Cary Riches	302-765-1900	302-793-5055	cary.riches@bsd.k12.de.us
Christina	Mr. Philip Keefer	302-552-2656	302-552-2683	Philip.Keefer@christina.k12.de.us
Colonial	Dr. Nicholas Baker	302-323-2730	302-323-2727	NBaker@colonial.k12.de.us
Red Clay	Mrs. Christine Miller	302-996-1231	302-552-3815	Christine.Miller@redclay.k12.de.us
Smyrna	Dr. Rachael Rudinoff	302-653-3427	302-653-3135	rachael.rudinoff@smyrna.k12.de.us

5. The Title I Coordinator verifies the feeder school and the district of residence for each student before forwarding the forms to the appropriate LEA Title I Coordinators.

6. The LEA of residence will review the submitted data and determine eligibility based on residency, grade spans served, academic need and priority ranking. Services will be provided based on the school's allocation. Funds are **NOT** pooled.

7. The LEA Coordinator will sign and scan/FAX the approved referral forms to the service provider. The original referral forms will be filed and maintained by the district for program evaluation and progress monitoring.

8. Instructional Services and/or testing will begin **on or before OCTOBER 1st**. The service provider will pretest students using the gMade for math and gRade for ELA if no Spring results were provided at the time of referral.

9. Referrals for students who are not serviced will be maintained in the event that vacancies arise as students withdraw from the program or the school or are discharged from the program. Waiting list referrals will be prioritized in order of highest need from the point where approved services stopped. Each LEA will decide if it will accepts additional referrals during the school year based on the number of Waiting List referrals remaining and availability of instructional funds.

10. Title I services to participating private schools adhere to **Targeted Assistance** regulations. Referrals may be submitted and the Parent Consent Form for services approved prior to the Thanksgiving Break. This deadline will maximizes instruction time for the remainder of the year and yield greater academic gains on the post-test.

(Revised 1/19/15)