

**REQUEST FOR
PROPOSALS FOR PROFESSIONAL SERVICES
21st Century Community Learning Center (CCLC)
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
RFP # DOE 2017-04**

I. Overview

The State of Delaware Department of Education (DDOE), seeks subgrantees to administer 21st Century Community Learning Center (CCLC) programs under the Federal Elementary and Secondary Education Act. This request for proposals (“RFP”) is issued pursuant to 29 Del. C. §§ [6981 and 6982](#).

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

Public Notice	Date: <u> October 5, 2016 _____</u>
Deadline for Questions	Date: <u> January 3, 2017 _____</u>
Response to Questions Posted by:	Date: <u> January 6, 2017 _____</u>
Deadline for Receipt of Proposals	Date: <u> January 10, 2017 at 4:00 PM (EST) _____</u>
Estimated Notification of Award	Date: <u> March 10, 2017 _____</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware Department of Education reserves the right to deny any and all exceptions taken to the RFP requirements.

PREBID MEETING

A pre-bid meeting has been established for this Request for Proposal. The optional 21st CCLC Technical Assistance Meeting will be on Thursday, October 27, 2016 from 9 AM to Noon at the Center for Disabilities Studies, University of Delaware; 461 Wyoming Rd, Room 132; Newark, DE 19716.

II. Scope of Services

Scope of Services are outlined in Appendix A (2017 Subgrant application) which is attached to this RFP.

III. Required Information

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

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A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section IV, subsection D, Item 5, sub e.
5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

Evaluation Requirements are outlined in Appendix A (2017 Subgrant application) which is attached to this RFP.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at: <https://pubapps.doe.k12.de.us/rfp/Listing/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

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John Hulse
Delaware Department of Education
35 Commerce Way, Ste 1
Dover, DE 19904
John.Hulse@doe.k12.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

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- 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies and three (3) electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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

- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **4:00 PM (Local Time) on January 10, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

John Hulse
Education Associate
Delaware Department of Education
35 Commerce Way, Ste 1
Dover, DE 19904

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Vendors are directed to clearly print “BID ENCLOSED” and “RFP # DOE – 2017-04 – 21st Century Community Learning Centers” on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **4:00 PM (Local Time)** on **January 10, 2017**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2017**. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals but a public log will be kept of the names of all Vendor organizations that submitted proposals. The contents of any proposal shall not be disclosed to competing Vendors prior to contract award.

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8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the DDOE/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the DDOE's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the DDOE and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by [29 Del. C. § 10002\(d\)](#), and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the DDOE will open the envelope to determine whether the procedure described above has been followed.

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. **The prime vendor shall be wholly responsible for the entire contract performance whether or not subcontractors are used.** Any sub-contractors must be approved by DDOE.

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c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at: <https://pubapps.doe.k12.de.us/rfp/Listing/> by **January 3, 2017**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **January 3, 2017**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on <http://bids.delaware.gov>.

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15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

This RFP does not constitute an offer by the DDOE. Vendor's participation in this process may result in the DDOE selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the DDOE to execute a contract nor to continue negotiations. The DDOE may terminate negotiations at any time and for any reason, or for no reason.

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at:

<https://pubapps.doe.k12.de.us/rfplisting/>
and <http://bids.delaware.gov/>

DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

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

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation.

C. RFP Evaluation Process

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

The DDOE reserves full discretion to determine the competence and responsibility, professionally and/or financially, of vendors. Vendors are to provide in a timely manner any and all information that the DDOE may deem necessary to make a decision.

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ [6981 and 6982](#). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team

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shall make a recommendation regarding the award to the Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982](#), to award a contract to the successful vendor in the best interests of the DDOE.

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

Criteria Weight

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

Criteria Weight are outlined in Appendix A (2017 Subgrant application) which is attached to this RFP.

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

3. Proposal Clarification

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

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4. References

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

5. Oral Presentations

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

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the DDOE are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

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

2. General Information

- a.** The term of the contract between the successful bidder and DDOE shall be for **1** years with **4** possible extensions for a period of **1 year** for each extension.
- b.** The selected vendor will be required to enter into a written agreement with the DDOE. The DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOE. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
- c.** The selected vendor or vendors will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d.** The DDOE's standard contract (Attachment 11) will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow

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agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3. Collusion or Fraud

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

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

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

4. Lobbying and Gratuities

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

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the DDOE shall have the right to annul any contract resulting from this RFP without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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

5. Solicitation of State Employees

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

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

6. General Contract Terms

a. Independent Contractors

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

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to

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hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish the DDOE with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to:

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Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

e. Notice

Any notice to the DDOE required under the contract shall be sent by registered mail to:

**John Hulse
Education Associate
Delaware Department of Education
35 Commerce Way, Ste 1
Dover, DE 19904**

f. Indemnification

1. General Indemnification

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's, its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the State, its employees or agents.

2. Proprietary Rights Indemnification

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

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

- a.** Procure the right for the DDOE to continue using the Product(s);
- b.** Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or

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- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOE agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the DDOE.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
c.	Misc. Errors and Omissions	\$1,000,000 per occurrence / \$3,000,000 aggregate
d.	Product Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate

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

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The DDOE shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

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

i. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the DDOE declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

j. Warranty

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

k. Costs and Payment Schedules

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

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

l. Penalties

The DDOE may include in the final contract penalty provisions for non-performance, such as liquidated damages.

m. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the DDOE.

1. **Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the

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effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

- 2. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the State.
 - 3. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.
- n. Non-discrimination**
In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section [711](#), will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all Federal and State laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.
- o. Covenant against Contingent Fees**
The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of

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understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial. or bona-fide selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

p. Vendor Activity

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

q. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the DDOE.

r. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

s. Fair Background Check Practices

Pursuant to 29 Del. C. [§6909B](#) and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

t. Work Product

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

u. Contract Documents

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The RFP, the purchase order, the executed contract (sample attached as Appendix 11) and any supplemental documents between the DDOE and the successful vendor shall constitute the contract between the DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DDOE's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOE and the vendor.

v. Applicable Law

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

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

w. Severability

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

x. Scope of Agreement

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and

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that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

y. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

z. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

aa. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOE.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

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6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in affect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOE.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.

bb. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

cc. Technology Standards

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

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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The DDOE reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the DDOE.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions; however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. Definitions of Requirements

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

3. Production Environment Requirements

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

F. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE's Standard Contract Template
- Appendix A – 2017 Subgrant Application

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 represent required reporting on the part of awarded vendors. Those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

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

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to **Insert DOE Program contact person's email here**. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

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

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

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

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE RFP # 2017-04

Contract Title: 21st Century Community Learning Centers

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

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

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

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

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

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Attachment 2

CONTRACT NO.: DOE RFP # 2017-04
CONTRACT TITLE: 21st Century Community Learning Centers
OPENING DATE: January 10, 2017 at 4:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware Department of Education.

COMPANY NAME _____ (Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
		Minority Business Enterprise (MBE)	Yes
	Woman Business Enterprise (WBE)	Yes	No
	Disadvantaged Business Enterprise (DBE)	Yes	No
	Veteran Owned Business Enterprise (VOBE)	Yes	No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

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Attachment 3

Contract No. **DOE RFP # 2017-04**
Contract Title: **21st Century Community Learning Centers**

EXCEPTION FORM

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

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

Paragraph # and Page #	Exceptions to Specifications, Terms or Conditions	Proposed Alternative

Note: use additional pages as necessary.

Contract No. DOE RFP # 2017-04
Contract Title: 21st Century Community Learning Centers

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 5

Contract No. DOE RFP # 2017-04
Contract Title: 21st Century Community Learning Centers

BUSINESS REFERENCES

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

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

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

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Vendor (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

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

* Use a separate form for each subcontractor

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware

Monthly Usage Report

Supplier Name:				Enter Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to John.Hulse@doe.k12.de.us. It shall contain the six-digit department and organization code for each agency and school district.

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DEPARTMENT OF EDUCATION

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																				
Subcontracting (2nd tier) Quarterly Report																				
Prime Name:							Report Start Date:													
Contract Name/Number							Report End Date:													
Contact Name:							Today's Date:													
Contact Phone:							*Minimum Required		Requested detail											
Vendor Name*	Vendor TaxID*	Contract Name/ Number*	Vendor Contact Name*	Vendor Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran /Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id				

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

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

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Attachment 9

Contract No. **DOE RFP # 2017-04**
Contract Title: **21st Century Community Learning Centers**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project:

2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____

Percentage of such employees who are bona fide legal residents of Delaware:

3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide residents of Delaware:

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____
2. Percentage of employees who are residents of Delaware: _____

“Bona fide legal resident of this State” shall mean any resident who has established residence of at least 90 days in the State.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 10

State of Delaware
Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
<http://gss.omb.delaware.gov/osd/certify.shtml>

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

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



Updated 6/25/15

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 11

DOE CONTRACT TEMPLATE
21st Century Community Learning Centers and RFP# 2017-04

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

WHEREAS, DDOE desires to obtain certain services to **insert description of services**; and

WHEREAS, VENDOR NAME desires to provide such services to DDOE on the terms set forth below;

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

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

1. Services.

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

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

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

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

2. Payment for Services and Expenses.

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

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

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

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

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of Federal, State and local sales, use and excise taxes, including any interest and

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penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

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

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

3.1 VENDOR NAME shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR NAME, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, VENDOR NAME shall follow practices consistent with generally accepted professional and technical standards. VENDOR NAME shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/> and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR NAME shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. VENDOR NAME shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by VENDOR NAME's failure to ensure compliance with DTI standards.

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

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

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

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

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

3.6 VENDOR NAME shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

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

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

3.9 VENDOR NAME will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

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

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

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

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

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

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

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

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

VENDOR NAME shall return any original data provided by DDOE.

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

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

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

6. Work Product.

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

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

6.3 In no event shall VENDOR NAME be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR NAME shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

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

7. Confidential Information.

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

8. Warranty.

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

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

9. Indemnification; Limitation of Liability.

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

9.2 If DDOE promptly notifies VENDOR NAME in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, VENDOR NAME will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. VENDOR NAME will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by VENDOR NAME; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by VENDOR NAME; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in VENDOR NAME's opinion is likely to be, held to be infringing, VENDOR NAME shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR NAME's entire liability with respect to infringement.

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

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

10. Employees.

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

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

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

11. Independent Contractor.

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

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

11.3 VENDOR NAME shall be responsible for providing liability insurance for its personnel.

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

12. Suspension.

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

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

13. Termination.

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

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

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

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

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

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

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

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

13.6 Gratuities.

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

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

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

14. Severability.

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If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

15. Assignment; Subcontracts.

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

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

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

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

15.5 The compensation due shall not be affected by DDOE's approval of the VENDOR NAME's request to subcontract.

16. Force Majeure.

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

17. Non-Appropriation of Funds.

17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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

18. State of Delaware Business License.

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

STATE OF DELAWARE
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19. Complete Agreement.

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

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

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

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, VENDOR NAME shall comply with all applicable Federal, State and Local laws, ordinances, codes and regulations. VENDOR NAME shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

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

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

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

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

20.6 VENDOR NAME warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

21. Insurance.

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

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

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

The certificate holder is as follows:

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

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

22. Assignment of Antitrust Claims.

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

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23. Surviving Clauses.

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

24. Governing Law.

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

25. Notices.

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

CONTRACTOR: (Contractor Name and Address)

DDOE: David Blowman, Associate Secretary
Financial Management and Operations
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Next Page for Signatures.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

(Name of Contractor)

Delaware Department of Education

(Official of Contractor)
Project Manager

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

Date

Initial Finance Director

(Official of Contractor)
Principal Investigator

Branch Associate Secretary Date

Date

Date _____
Initial Work Group
Director



**RFP 2017-04
Appendix A**

**Delaware
21st Century Community Learning Centers
2017 Subgrant Application
Cohort 15**

Program Title

**School Partner
Lead Person
Title
LEA Name
Address
Phone Number
Email**

**Community Partner(s)
Lead Person
Title
Partner Agency Name
Address
Phone Number
Email**

Table of Contents

	Total of 225 points <i>(207 points summer or school year only)</i>
Section 1 Executive Summary points	3
Section 2 Application Information points	0
Basic Information	
Center Information	
Center Operation	
Priorities	
Section 3 Collaboration and Partnerships points	12
Collaboration and Partnership Questions	
Collaboration and Partnerships Responsibility Checklist	
Collaboration and Partnerships Form	
Section 4: Program Management points	42
Agency Background and Capacity	
Management and Organizational Structure	
Program Communication	
Personnel	
Participant Recruitment, Enrollment, Attendance, Behavior, and Discipline Policies	
Equitable Access and Transportation	
Non-Public Schools	
Office of Childcare Licensing	
Section 5 Program Design points	81
Needs Assessment	(63
<i>points for summer</i>	
Goals, Objectives, and Strategies – Goal #1 - School Year	<i>or</i>
<i>school year only)</i>	
Goals, Objectives, and Strategies – Goal #1 - Summer	
Goals, Objectives, and Strategies – Goal #2 - School Year	

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Goals, Objectives, and Strategies – Goal #2 - Summer
Goals, Objectives, and Strategies – Goal #3 - School Year
Goals, Objectives, and Strategies – Goal #3 - Summer

Section 6 Program Delivery	45
points	
Youth Development Practices	
School Year Program Schedule	
Summer Program Schedule	
Section 7 Evaluation Plan	15
points	
Section 8 Fiscal Management, Budget, and Sustainability	12
points	
DDOE Sub-grant Application Form	0
points	
DDOE FFATA Data Collection Form	0
points	
Section 9 Assurances, Certifications, and Signatures	0
points	
Attachments:	
• Memorandum(a) of Understanding (MOU)	3
points	
• Nonpublic School Intent to Participate Letter(s)	0
points	
• Budget Pages	12
points	

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Scoring Sheet

Application #: _____ Requested Funding: \$ _____

Applicant Agency: _____

School(s): _____

School Year ONLY

Summer ONLY

Summer & School Year

If any of the below sections are missing and /or the participant’s feeder school has a poverty level lower than 40%, application will not be reviewed.

Overall Scoring Chart		
<i>Project Sections</i>	<i>Maximum Points</i>	<i>Reviewer Score</i>
Section 1: Executive Summary	3	
Section 3: Collaboration and Partnerships	12	
Section 4: Program Management	42	
Section 5: Program Design	81 (or 63)	
Section 6: Program Delivery	45	
Section 7: Evaluation Plan	15	
Section 8: Fiscal Management, Budget, and Sustainability	12	
Attachment: Budget Pages	3	
Attachment: Budget Pages	12	
Total Points	225 (or 207)	
<i>For School Year ONLY or Summer Program ONLY</i>	<i>Multiply (x) Total Points by 1.087</i>	

Applicants must have scored a minimum of **191** (or 85% of) total points to be considered for funding.

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Competitive Priorities Scoring Chart	Points	Score
The application primarily serves students who attend schools that are eligible as Title I schoolwide programs (40% or higher poverty level, based on the Expanded Poverty definition)	Must have but 0 points	0
The application reflects opportunities for families to actively and meaningfully engage in their children’s education (A component of this may include family member and caregiver literacy programs)	10	
The application serves students who attend schools identified who have not met AYP or AMOs of the Flexibility Request (pursuant to section 1116 of Title I)	5	
The application is submitted jointly by an LEA receiving funds under Title I AND at least one community-based organization	5	
The application targets populations not currently being served in 21 st CCLC before or after school programs either as the sole targeted group or as part of the targeted population	2	
Middle and/or high school programs for students in grades 7 through 12 (Other grades in the middle school configuration may also be included)	10	
Programs targeted to students in the Appoquinimink, Colonial, Delmar, Laurel, and/or Smyrna School District’s geographic areas (in order to continue to offer geographical diversity to Delaware’s 21 st CCLC program)	5	
Programs that propose to go above the minimum number of weeks	2	
Programs that propose to go above the minimum number of days per week	2	
Programs that propose to go above the minimum number of hours per session	2	
Programs that propose to go above the minimum number of sessions	2	
Programs that propose to have a cost per student that is \$2,300 or less	5	
Total Points	50	

Deduction Points for Current or Past Grantee	Points	Score
Site Visit Citations Re: Program Quality	-10	
Lack of program sustainability	-10	
Delay in starting the program	-10	
Low enrollment and/or attendance	-10	
Money return and/or inappropriately spent	-10	
Total Deduction Points	-50	

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Introduction

Overview

The purpose of the 21st Century Community Learning Centers (21st CCLC) program is to establish or expand community learning centers that provide students with enrichment opportunities during those times school is not in session. 21st CCLC centers can be located in elementary or secondary schools or other similarly accessible community facilities. 21st CCLC must provide a range of high quality services to support student learning and development. These services may include tutoring and mentoring, homework help, academic enrichment, music, arts, sports, cultural activities, and community service opportunities. At the same time 21st CCLC centers must serve the families of participating students through family literacy programs.

Authorized under Elementary and Secondary Education Act (ESEA), as amended Title IV Part B, the program's specific purposes are to:

- Provide opportunities for academic enrichment, including providing tutorial services to help students, particularly students who attend low performing schools, to meet state and local student achievement standards in core academic subjects, such as reading and mathematics.
- Offer students a broad array of additional services, programs and activities such as youth development activities, drug and violence prevention programs, counseling programs, art, music, recreation, technology education program and character education programs that are designed to reinforce and complement the regular academic program of participating students.
- Offer opportunities for literacy and related educational development to families of participating students.

Eligible entities must collaborate with Local Education Agencies (LEAs) when applying for funds. It should also be noted that this grant is intended to be written in collaboration with partners. Partnering schools and other agencies are to be included in the implementation discussion.

Eligible Applicants

This competition is open to local school systems, interagency, interdepartmental, community and faith-based or other private or public organizations, or a consortium of two or more of the aforementioned, proposing to provide services to students, and families of students, who primarily attend schools eligible for Title I schoolwide programs or schools that serve a high percentage of students from low-income families. The list of eligible public schools can be found on the 21st CCLC website.

Current sub-grantees in their fourth or fifth year of funding may apply for funds to expand or enhance current activities, or to establish programs in non-participating schools within the Local Education Agency (LEA). For example, a program that currently serves students in the 4th and 5th grades might propose expansion to the 6th and 7th grades. The application must clearly state how new funds will be used for new programming and will not displace current funding. Any new funds received by a current 21st CCLC subgrantee must be used to supplement, not supplant, any federal, state or local activities allowable under the 21st CCLC program.

Grant Awards

Grant awards are made for up to three consecutive years, with the possibility of up to a 2-year extension, if achieving intended outcomes, and are contingent upon satisfactory progress toward goals and availability of federal funds. Federal requirements mandate a minimum grant contract award of \$50,000 annually. All

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application proposals must contain a strong justification for the amount of funds being requested and must show the costs are reasonable and necessary to carry out the program's purposes. The Delaware Department of Education reserves the right to negotiate grant award amounts with all sub-grantees. 21st CCLC funds may supplement but NOT SUPPLANT existing funding or programs.

Principles of Effectiveness

The U.S. Department of Education requires the following programming principles are utilized by all 21st CCLC sites. Therefore, the Delaware Department of Education's 21st CCLC Application has been designed to include processes that implement the following guidelines:

- provides an assessment of objective data about community needs for the activity;
- uses performance measures established by the local district/school/community;
- uses scientifically-based research that provides evidence that the program or activity will be effective or innovative with the likelihood of success; and
- provides periodic evaluation of the results used to improve the program or activity.

High Quality Program Characteristics

Researchers and afterschool practitioners have found that effective programs combine academic, enrichment, cultural, and recreational activities to guide learning and engage youth. They have demonstrated that programs designed to meet the particular needs of the communities they serve are the most effective. According to the U.S. Department of Education publication *Working for Children and Families: Safe and Smart After School Programs*, nine components are generally present in high quality afterschool programs. These include:

- Goal setting and strong management;
- Quality afterschool staffing-volunteers and regular staff;
- Low staff/student ratios;
- Attention to safety, health and nutrition issues;
- Effective partnerships with community-based organizations, juvenile justice agencies, law enforcement and youth groups;
- Strong involvement of families in program development, implementation and improvement;
- Coordinated learning with the regular school day;
- Linkages between school-day teachers and afterschool personnel; and
- Regular evaluation of progress and effectiveness for program improvement.

Allowable Activities

Each applicant that receives an award may use the funds to carry out a broad array of high quality before and after school activities (or activities during other times when school is not in session) that complement the students' regular academic program. Allowable activities include:

- Remedial education activities and academic enrichment learning programs, including providing additional assistance to students to allow the students to improve their academic achievement;
- Mathematics and science education activities;
- Arts and music education activities;
- Entrepreneurial education programs;
- Tutoring services and mentoring programs;

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- Programs that provide before and afterschool program activities for limited English proficient students that emphasize language skills and academic achievement;
- Recreational activities;
- Telecommunications and technology education programs;
- Expanded library services;
- Programs that promote parental involvement and family literacy;
- Programs that provide assistance to students who have been truant, suspended, or expelled, to allow students to improve their academic achievement; and
- Drug and violence prevention programs, counseling programs, and character education programs.

Reports

Subgrantees will be required to submit the following:

- Start-up report 45 days after the grant award date;
- Annual expenditure report 45 days after the end of the project budget period. A final report of expenditures will be required within 45 days of the grant ending date each year. If the subgrantee is not part of the First State Financial (FSF), Quarterly Financial Reports must also be submitted.
- Annual federal performance report entered in the Federal database system.
- Annual Evaluation Report included with each year 21st CCLC Continuation Application. A final Evaluation Report will be required within 45 days of the grant ending date each year.
- Report any circumstance that may jeopardize the continued operation of the program, including financial difficulty. In the event that the subgrantee is unable to continue operation of the program any property purchased with 21st CCLC funds shall be returned to DDOE.

Application Preparation

Applications will be reviewed as submitted with no late revisions accepted. Incomplete applications will not be reviewed or considered for funding.

Application Deadline

The postmark deadline for the Delaware Department of Education’s 21st CCLC Cohort 15 competitive grant is Tuesday, **January 10, 2017 at 4 PM EST.**

Where to Obtain Assistance:

The instructions contained in these materials are issued by the Delaware Department of Education, which is the sole point of contact in the state for this program. Questions regarding applications or requests for technical assistance should be directed to John H. Hulse via email to John.Hulse@doe.k12.de.us.

The 21st CCLC subgrant application and budget workbook are available in electronic format on the Department of Education’s 21st CCLC website.

Awards Final

Decisions regarding applications selected for award are final.

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Address applications to:

John Hulse

Delaware Department of Education

35 Commerce Way, Ste 1

Dover, DE 19904

Proof of mailing: Regardless of the method of delivery chosen, it is strongly recommended that applicants retain a receipt to verify the mailing. Proof of mailing on or before the postmark deadline date may consist of one of the following methods:

- A legibly dated U.S. Postal Service postmark on the mailing container
- A legible mail receipt with the date of mailing stamped by the U. S. Postal Service
- A shipping label, invoice or receipt from a commercial carrier showing the date on which the application was submitted to the carrier.

Application Review Process

The review of proposals will be a two-part process:

Pre-review

- Applications shall be submitted by the required deadline. Late applications, faxed applications or hand delivered applications **will not** be reviewed. Written applications shall be pre-screened for submission requirements and inclusion of all required sections. Applications not meeting all submission requirements **will not** be reviewed.
- Applications will be screened for completeness and adherence to application and program requirements.

Review

Eligible applications will then be reviewed and scored by peer reviewers using the 21st CCLC scoring rubric included in the application package. Applications proposing to offer only summer or only school year programs will have their scores multiplied by 1.087 to equalize the score where responses were not applicable with those applications that propose to offer both summer and school year programs. Prospective applications must have a minimum of 191 points (after the multiplier for summer and school-year only programs). Statistical analysis of peer review scores will be completed and successful applications are determined based on score ranking and available funds.

The peer reviewers will be comprised of persons with experience in such areas as out-of-school programs, reading/language arts, mathematics, and strategies to improve the success of at-risk students or school improvement.

Peer reviewers will attend a training session prior to reviewing the applications. Persons involved in the development of an application or associated with a district or agency submitting an application will not serve as reviewers.

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Non-Discrimination Statement:

The Delaware Department of Education is an equal opportunity employer. It does not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran's status in employment, or its programs and activities. Inquiries regarding nondiscrimination policies should be directed to: Human Resource Officer, Human Resource Office, Delaware Department of Education, 401 Federal Street Suite 2, Dover, DE 19901. (302) 735-4030 doehr@doe.k12.de.us

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Section I: Executive Summary

3 points

This information will be used to inform the public, including families, caregivers, students, school and program staff, the community and other stakeholders about this 21st CCLC subgrant application.

Briefly describe a high-level overview of the impact of the program, including:

- what this 21st CCLC program does (its mission and vision) for students, families, and the school(s);
- goals, intended outcomes, and any measurable results that show positive results;
- what makes this 21st CCLC program unique, including particular design elements, objectives, strategies, activities, and the services this 21st CCLC provides; and
- other notable characteristics of this 21st CCLC program.

This is the 30-second “elevator pitch speech” that one would use to inform potential supporters about this 21st CCLC program. This executive brief should be interesting, memorable, and succinct. It should explain what makes this program unique. It should reflect the enthusiasm and energy the staff and participants share about this 21st CCLC program.

One page limit for this section

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Executive Summary	The Executive Summary does not include key pieces of the program (including location(s) and implementation timeframe) and/or goals and may also describe content not seen elsewhere or in direct conflict with what is in the plan. It is over one page in length.	The Executive Summary includes information on the program’s mission vision, unique characteristics, and goals, but key information such as statements of need or the implementation timeframe are missing. It is not interesting, memorable, or succinct. It is one page or less in length.	The Executive Summary includes all key programmatic pieces (including mission, vision, unique characteristics, goals, and implementation timeframe) situated in a clear context of need. It is somewhat interesting, memorable, and succinct. It is one page or less in length.	“Good” criteria and: The Executive Summary paints a clear picture of what will be expected onsite and the intended participant outcomes. It is thoroughly interesting, memorable, and succinct. It is one page or less in length.

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Section 2 – Application Information

Basic Information		
Status Lead Agency and Fiscal Agent (please check)		
<input type="checkbox"/> School District <input type="checkbox"/> Private Non-Profit Agency <input type="checkbox"/> Private For-Profit Agency		
<input type="checkbox"/> Faith-Based Agency <input type="checkbox"/> Other (please explain):		
Lead Agency and Fiscal Agent:		
Address:		
City, State:		Zip:
Telephone Number:		Fax Number:
E-mail Address:		
Federal Employee ID #:		Child Care License # (unless exempt school):
Past Or Current 21 st CCLC Subgrantee <input type="checkbox"/> Yes <input type="checkbox"/> No		
Program Director:		Telephone Number:
E-mail Address:		Fax Number:
Subgrant Start Date: May 1, 2017	Subgrant End Date: April 30, 2018	Amount Requested: \$
Anticipated School Year Enrollment:		Anticipated Summer Enrollment:
Anticipated Average Daily School Year Attendance:		Anticipated Average Daily Summer Attendance:
Anticipated total unduplicated number of students to be served 2017 – 2018 (30 days or more):		
Total Cost Per Student Per Year: \$		
List the school district(s) this program primarily will serve:		Please check as many as apply: <input type="checkbox"/> Establishment of a new program <input type="checkbox"/> Expansion of an existing program <input type="checkbox"/> Current 21st CCLC Subgrantee <input type="checkbox"/> New 21 st CCLC Subgrantee
Check the county(ies) this program primarily will serve: <input type="checkbox"/> New Castle <input type="checkbox"/> Kent <input type="checkbox"/> Sussex		
Activities will primarily serve students and/or their families attending schools with at least a 40% poverty rate		<input type="checkbox"/> Yes <input type="checkbox"/> No
Application reflects a partnership between school/school district and community agency		<input type="checkbox"/> Yes <input type="checkbox"/> No
Assurances have been signed as required		<input type="checkbox"/> Yes <input type="checkbox"/> No

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Section 2: Application Information
Center Information – SCHOOL YEAR

Center Name (where services are provided)	Number of Students Served by Center Site	School Building(s) and District of Target Student Population	Targeted Student Population - Grade Levels and Subgroups	School Building Principal Printed Name and Signature*
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

*Must have live signature

If space is needed to list more than 5 participating centers/ school, use additional copies of this page

Center Information – SUMMER

Center Name (where services are provided)	Number of Students Served by Center Site	School Building(s) and District of Target Student Population	Targeted Student Population - Grade Levels and Subgroups	School Building Principal Printed Name and Signature*
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	
	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

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	Enrollment:	Building:	Grade Levels:	
	Average Daily Attendance:	District:	Subgroups:	

*Must have live signature

If space is needed to list more than 5 participating centers/ school, use additional copies of this page

Services to be provided: *(check all that apply)*

- | | |
|--|--|
| <input type="checkbox"/> Adult Family Member Involvement and Literacy
<input type="checkbox"/> Attendance Recovery
<input type="checkbox"/> Counseling Services
<input type="checkbox"/> Dance/Drama/Fine Arts/Music
<input type="checkbox"/> Entrepreneurial Activities
<input type="checkbox"/> Health, Nutrition, Wellness
<input type="checkbox"/> Mentoring
<input type="checkbox"/> Reading/Literacy/Language Arts
<input type="checkbox"/> Tutoring
<input type="checkbox"/> Other –explain: | <input type="checkbox"/> Community Service
<input type="checkbox"/> Cultural Activities/Social Studies
<input type="checkbox"/> Drug and Violence Prevention
<input type="checkbox"/> Expanded Library Services
<input type="checkbox"/> Leadership
<input type="checkbox"/> Physical Fitness, Recreation, Sports
<input type="checkbox"/> STEM-Science, Technology, Engineering, and Math
<input type="checkbox"/> Youth Development/Character Education |
|--|--|

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Section 2: Application Information
Center Operation

Before-School Program			
Grade Level:			
Number of Weeks:	Days per Week:	Hours/Session:	Total Hours of Operation per Year:
Number Paid Staff:	Number of Volunteers:	Number of Sessions:	
Afterschool Program			
Grade Level:			
Number of Weeks: <i>(Minimum of 30):</i>	Days per Week: <i>(Minimum of 4):</i>	Hours/Session: <i>(Minimum of 2):</i>	Total Hours of Operation per Year: <i>(Minimum of 240):</i>
Number Paid Staff:	Number of Volunteers:	Number of Sessions: <i>(Minimum of 120):</i>	
Summer Program			
Grade Level:			
Number of Weeks <i>(Minimum of 7):</i>	Days per Week <i>(Minimum of 4):</i>	Hours/Session <i>(Minimum of 3):</i>	Total Hours of Operation per Year <i>(Minimum of 90):</i>
Number Paid Staff:	Number of Volunteers:	Number of Sessions <i>(Minimum of 32):</i>	
Weekend Program			
Grade Level:			
Number of Weeks:	Days per Week:	Hours/Session:	Total Hours of Operation per Year:
Number Paid Staff:	Number of Volunteers:	Number of Sessions:	
Total			
Total Number of Weeks:	Total Number of Sessions:	Total Cost per Session: _____	
Grand Total Hours of Operation per Year: _____			

For school-year programs: Please describe any times that the program will not be held, except for school holidays. Please justify any late program openings or early program closings that do not align with the school's regular student days of operation:

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Section 2: Application Information

Priorities:

	Name of school	Name of school	Name of school	Name of school
Absolute Priorities:				
The school building to be served is eligible for Title I schoolwide programs (40% or higher poverty level).	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Competitive Priorities:				
The application reflects opportunities for families to actively and meaningfully engage in their children’s education. (A component of this may include family member and caregiver literacy programs.)	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
The application serves students who attend schools identified who have not met AYP or AMOs of the Flexibility Request (pursuant to section 1116 of Title I).	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
The application is submitted jointly by an LEA receiving funds under Title I AND at least one community-based agency.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
The application targets populations not currently being served in 21 st CCLC programs, either as the sole targeted group, or as part of the targeted population.	<input type="checkbox"/> YES <input type="checkbox"/> NO Population	<input type="checkbox"/> YES <input type="checkbox"/> NO Population	<input type="checkbox"/> YES <input type="checkbox"/> NO Population	<input type="checkbox"/> YES <input type="checkbox"/> NO Population
This application serves middle and/or high school programs for students in grades 7 through 12. (Other grades in the middle school configuration may also be included.)	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
This application targets students in the Appoquinimink, Brandywine, Colonial, Delmar, Indian River, or Lake Forest School District’s geographic areas (in order to continue to offer geographical diversity to Delaware’s 21 st CCLC program).	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Programs that propose to go above the minimum number of weeks.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Programs that propose to go above the minimum number of days per week.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Programs that propose to go above the minimum number of hours per session.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Programs that propose to go above the minimum number of sessions.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Programs that propose to have a cost per student that is \$2,300 or less.	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

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Section 3: Partnerships and Collaborations

9 points

1. How will the program establish and maintain a partnership with the school staff, including aligning curriculum and activities, sharing information (such as academic levels and testing, behavior, and homework topics), and allocating, sharing, and storing space and resources? What data will be required from, used by, and shared between the program and the school?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
School Staff Partnerships	The application gives little, or no, detail about how the program will establish and maintain a partnership with school staff. There is little, if any, detail about the alignment of curriculum and instruction or the sharing of space and resources. The sharing of data may be mentioned but the application is non-specific about data to be shared, by whom, and how it will be used.	The application explains the partnership between the program and school staff. It commits, with some detail, to the alignment of curriculum and instruction as well as how space and resources will be shared through the partnership. The partners have committed to the sharing of specific data but nature of its use is not clear.	The application outlines the nature of the partnership between the program and the school staff. The partners have determined how best to align the curriculum and instruction and identified the space and resources to be shared through the partnership. Specific data has been identified to be shared between the school staff and program for the purposes of improving academic outcomes for student participants.	The application clearly details the partnership between the school staff and the program including the process and timeline for continuous engagement in the partnership and explains the sharing of data, space, and resources specific to meeting the program's identified goals and objectives. The application details the specific data to be shared as well as provides a clear understanding for why the selection and sharing of the identified data is meaningful to improving academic outcomes for student participants.

2. How will the program establish and maintain a partnership with families, including participation in the program, volunteering, serving on advisory boards, and creating a welcoming environment?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Family Partnerships	The application gives little, or no, detail about how the program will establish and maintain a partnership with families. There is little, if any, detail about how the program will welcome families to participate in programming or volunteer.	The application explains broadly how the program will reach out to the families of student participants and maintain those partnerships to support improved student outcomes. The program explains, with little detail, how it will establish a welcoming environment for families to participate in programming and volunteer. Though little detail is giving as to specific	The application clearly outlines the actions the program will take to establish and maintain partnerships with families. In forming these relationships, the program has detailed how it will engage families to participate in programming and support their participation such that the program environment is	"Good" criteria and: The application explicitly outlines opportunities for families serve in advisory roles for the program.

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		family services or volunteer opportunities.	welcoming and encourages an ongoing partnership.	
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3. How will the program establish and maintain a partnership with the community, including community members, community organizations and groups, and community cultural resources?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Community Partnerships	The application gives little, or no, detail about how the program will establish and maintain a partnership with the community. There is little, if any, explanation as to the value the identified partnerships will bring to student participants or the program.	The application identifies actions for establishing and maintaining partnerships with the community but provides little explanation as to the value of the identified partnerships will bring to student participants and the program.	The application details how and when the program will act to establish and maintain partnerships with the community. The value of the partnerships established will bring to student participants and the program is clear.	"Good" criteria and: The application includes detail as to how and when the program will evaluate community partnerships to maximize their value to students and program for the purposes of ensuring the program meets its goals and objectives.

Memoranda of Understanding (MOU)

3 points

Memoranda of Understanding (MOU), though not legally binding, should describe clearly the specific commitments of staff, services, facilities, equipment, or resources provided by each partner, including estimating monetary value. The MOU should also document the process for the collection and sharing of required school-related indicators including school attendance and academic achievement.

Attach an MOU for each partner listed in "Section 3 – Partnerships and Collaborations" to this subgrant application.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Memorandum of Understanding	The application gives little, or no, detail about how the program will establish and maintain a partnership with school staff. There is little, if any, detail about the alignment of curriculum and instruction or the sharing of space and resources.	The application explains the partnership between the program and school staff. It commits, with some detail, to the alignment of curriculum and instruction as well as how space and resources will be shared through the partnership. The partners have committed to the sharing of specific data but nature of its use is not clear.	The application outlines the nature of the partnership between the program and the school staff. The partners have determined how best to align the curriculum and instruction and identified the space and resources to be shared through the partnership.	The application clearly details the partnership between the school staff and the program including the process and timeline for continuous engagement in the partnership and explains the sharing of data, space, and resources specific to meeting the program's identified goals and objectives.

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Section 3: Partnerships and Collaborations

Responsibility Checklist – The principal, afterschool program director, and other partners should complete this checklist together.

Task	Responsibility of the Building Principal	Responsibility of the Afterschool Program Director	Responsibility of Another Partner (identify who)	Shared Responsibility (indicate how)
Lead Program Advisory Committee, including recruiting students, parents/care givers, school staff, program staff, and community members.				
Secure space for afterschool activities.				
Obtaining license from the Office of Childcare Licensing, if applicable.				
Inform classroom teachers that their classrooms will be used. (Don't forget classified staff, particularly custodians.)				
Provide supplies and materials for afterschool programs (ex. paper, copier, books, computers, postage, and laminator).				
Handle discipline issues that arise in the afterschool program.				
Communicate with parents about content of the afterschool program.				
Recruit students for afterschool programs.				
Decide which activities will be provided.				
Involve school staff in curriculum and activity development.				
Hire and supervise afterschool program staff.				
Register/orient participants for afterschool programs.				
Communicate with classroom teachers and parents about homework.				
Provide professional development for afterschool staff members.				
Manage the afterschool budget and submit budget reports to Delaware Department of Education (DDOE).				
Collect fees from students and develop/ raise program funds.				
Develop an evaluation framework; collect and analyze data; report evaluation results.				
Share information about the program with the school community, Board of Education, and general public.				

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Section 3 - Collaborations and Partnerships

3 points

Collaboration and Partnerships Form	
<p>The 21st Century Community Learning Centers subgrants require a strong partnership between at least one school serving a high proportion of low-income students and one community-based agency. List each member of the partnership and give a brief description of what each agency has committed to the program. Check the appropriate box if the agency will receive funds from this subgrant.</p>	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment:	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	

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Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	
Applicant Signature:	<input type="checkbox"/> Will receive subgrant funds
Print Name:	
Agency:	
Address:	
Phone #:	Fax#:
Email:	
Description of Commitment	

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Section 4: Program Management

42 points

Agency Background and Capacity

1. Summarize the lead agency's mission, history, past performance, and promise of success in providing educational and related activities that will complement and enhance the academic achievement and positive student development of the targeted population.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Past Performance	The application gives little, or no, detail about the lead agency's prior experience, successful or otherwise, in providing educational and related activities that enhance the academic achievement and positive student development. The population served by the lead agency is unclear, nonspecific, or different from the targeted population.	The application demonstrates, with little programmatic detail, the lead agency's prior experience providing educational and related activities to the targeted population. The positive impacts of this programming on student achievement and positive student development, however, is not clearly demonstrated.	The application clearly details the lead agency's prior programmatic experience serving the targeted population and the positive impacts of its work on academic achievement and positive student development.	"Good" criteria and: It is clear how this experience will shape future programming to benefit the target population.

2. Describe the capacity of the lead agency to manage the program successfully, including any past 21st Century Community Learning Center experience, successes and barriers. If in the past 21st CCLC grant administration there were barriers or problems, address how the program plans to address these for this subgrant.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Lead Agency Capacity	The application gives little, or no, detail about the capacity of the lead agency to manage the program.	The application broadly describes the capacity of the lead agency to manage the program successfully. Little information is given about the agency's prior experience as a 21 st Century Community Learning Center or leading a similar program for the targeted population.	The application clearly details the lead agency's capacity to manage the program successfully. Drawing from prior experience implementing a 21 st Century Community Learning Center subgrant or a like program, the agency has identified its successes and barriers to meeting its goals.	"Good" criteria and: The application details "lessons learned" from the lead agency's prior experience in implementing a 21 st CCLC subgrant or like program and how those lessons have improved its capacity to implement this subgrant if awarded.

3. Does the lead agency have any audit findings? If so, please describe the situations that caused the audit findings and the documented actions that have cleared these findings. Attach copies of the audit findings and the documented actions that have cleared these findings. (This question is worth all points or no points.)

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Audit Findings & Resolution	This item is all points or none.			The lead agency's has demonstrated that all audit findings have been resolved with supporting documentation. OR The organization had no findings.

Management and Organizational Structure

4. Describe the management and organizational structure of this 21st CCLC program, including advisory board membership that reflects the representation of all key stakeholders. Provide information about the advisory board’s meeting schedule that will allow the program to accomplish its goals and objectives.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Management & Organizational Structure	The application provides little, to no, detail about the management and organizational structure of this 21st CCLC program. The program does not have an advisory board or the board's membership is not comprised of all key stakeholders including students and families.	The application includes an outline of the management and organizational structure with roles clearly outlined. The program has identified all key stakeholders, including student and family representatives, to provide representation on its advisory board.	The application clearly describes, with details that include roles and responsibilities, the management and organizational structure of this 21st CCLC program. Additionally, the application details the role of the advisory committee in decision-making and the key stakeholders, including student and family representatives, to sit on the committee.	"Good" criteria and: The application includes the timeline and objectives for the advisory board's meetings such that the meetings will inform the programming and allow the program to accomplish its goals and objectives.

Program Communication

5. Describe the program’s communication goals and how the program will communicate effectively with families, school staff, and the community. Describe the plans to disseminate and market information about the program to appropriate populations.

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Communication Strategy	The applicant's plan for communicating to stakeholders and possible participants is too high-level to be meaningful. The plan does not target all stakeholders and/or the goals of the communication plan are not clear for each group of stakeholders.	The applicant's communication plan targets all the key stakeholders (families, students, school, staff, and community partners) but the goals of communicating to each group are not explicit. Communication largely appears to be one way.	The applicant's communication plan has clear goals for marketing the program and disseminating information to the appropriate stakeholder group.	"Good" criteria and: The applicant's communication plan includes strategies for two-way communication between the applicant and key stakeholders. The goals for communicating with each stakeholder group includes meaningful targets for engagement as appropriate.

6. Describe how the community was given notice of intent to submit this application and how the community can view the completed subgrant application. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Intent to Submit Application	The application does not include, or there is little detail about, the applicant's intent to submit its application for a 21st Century Community Learning Center and how the community can view the completed subgrant application.			The application includes how the community was given notice of the applicant's intent to submit its application for a 21st Century Community Learning Center and includes how/where the community can view the completed subgrant application.

Personnel

7. Describe the staffing for proposed activities and services, including brief job descriptions of key staff. Describe how highly qualified and effective people will be recruited and selected for these program positions.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Staffing	The applicant provides little, or no, detail about how it will recruit select and select	The applicant describes, at a high-level, how it will recruit and select staff identified as	The applicant details how it will recruit and select staff identified as being key to	"Good" criteria and: The applicant links specific recruitment and selection

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	highly qualified and effective staff to implement the program.	being key to implementing the program. However, the applicant does not provide full job descriptions of key staff for the program.	implementing the program. Each key staff position includes a brief job description aligned to the proposed activities and services that the staff will manage.	strategies to key staff positions such that the program will recruit and retain highly qualified and effective people to lead the program.
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8. Describe how the program will encourage and use appropriately qualified individuals to serve as volunteers.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Volunteers	The applicant provides little, or no, detail about how it will recruit and use appropriately qualified individuals to serve as program volunteers.	The applicant's plan to recruit and use appropriately qualified individuals to serve as volunteers is too high-level to be meaningful. The applicant does not meaningfully link the recruitment of highly qualified volunteers to specific program activities and services.	The applicant details an explicit plan to recruit and use appropriately qualified individuals to serve as volunteers for specific program activities and services.	"Good" criteria and: The applicant includes opportunities for recognizing highly qualified volunteers for their service to the program.

9. Describe the policies and procedures for background checks and other safety and security measures being implemented for the program. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Policies & Procedures (Background Checks and Safety)	The application includes little, to no, policies and procedures for background checks and other safety measures being implemented for the program.			The applicant's policies and procedures for background checks and other safety and security measures are clear and specific. Background checks are required for all program staff and volunteers.

10. Provide a professional development plan for staff and volunteers.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Professional Development	The application does not include, or there is little detail about, a professional	The professional development plan for staff and volunteers is too high-	The professional development plan proposed by the applicant is clear and	"Good" criteria and: The professional development

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	development plan for staff and volunteers.	level to meaningfully understand how the pd will impact the improvement of the activities and services the program proposes to provide.	specific to the needs of staff and volunteers in effectively implementing the activities and services the program proposes to provide.	plan is differentiated for volunteers and key staff.
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Participant Recruitment, Enrollment, Attendance, Behavior, and Discipline Policies

11. Describe the policies and procedures that address participant recruitment, enrollment, attendance, behavior, and discipline.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Policies & Procedures	The application does not detail the policies and procedures of lead agency in recruiting and enrolling participants. The application does not provide policies and procedures for addressing attendance, behavior, and discipline issues.	The application includes policies and procedures that address participant recruitment and enrollment. The standards for recruitment and enrollment, however, are not explicit. The policies and procedures for attendance, behavior, and discipline are broad and/or overly punitive in nature.	The application includes policies and procedures that address participant recruitment and enrollment. The standards for recruitment and enrollment are explicitly detailed in the policies and procedures. The policies and procedures for attendance, behavior, and discipline are detailed and reinforce positive behaviors. The application includes how the program will communicate and reinforce its stated policies and procedures to students and families.	"Good" criteria and: The application outlines, as a part of the policies and procedures, how the program will decline a potential recruit that does not meet the program's standards prior to enrollment. "Good" criteria and: The policies and procedures include systems of recognition for good attendance and behavior.

Equitable Access and Transportation

12. Describe how equitable access to and participation in the 21st CCLC program for students, family members, and teachers will be ensured, including people with special needs. Describe how equitable access to and participation in the 21st CCLC program for students, family members, and teachers regardless of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran's status will be ensured.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Equitable Access & Participation	The applicant provides little, or non-specific details, about how it will ensure	The applicant provides assurances that students, families, and teachers will	The applicant explicitly addresses, in detail, the actions it will take to ensure	"Good" criteria and: The applicant details how it will encourage the participation

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	equitable access to and participation in the 21st CCLC program for all members of the targeted population.	be able to access and participate in the 21st CCLC program with particular attention given to ensuring access and participation in the program by people with special needs.	equitable access to and participation in the 21st CCLC program for students, family members, and teachers regardless of special needs.	of students, family members, and teacher with diverse experiences and backgrounds to participate in the 21st CCLC program.
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13. Describe how students will travel safely to and from the program, including between program sites and home. Tell which member(s) of the partnership is (are) responsible for scheduling transportation arrangements (including any contractual services) and which member(s) of the partnership is (are) responsible for the financial costs associated with transportation, even if it is an in-kind resource.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Safe Passage	The applicant provides little or no details about how students will safely travel to and from the program sites.	The applicant provides, at a high level, how students will travel safely to and from the program sites and home. The roles and responsibilities of partners in supporting and financing transportation are not included or not specific enough to meaningfully understand how the program will ensure the safe passage of students.	The applicant clearly details how students will travel safely to and from the program sites and home. The application identifies which member(s) of the partnership is (are) responsible for scheduling transportation arrangements (including any contractual services) but no attention is given to transportation costs.	"Good" criteria and: The applicant identifies which member(s) of the partnership is (are) responsible for the financial costs associated with transportation, even if it is an in-kind resource.

Non-Public Schools

14. Federal law mandates that non-public school administrators are consulted in a timely and meaningful manner during the design and development of the program. Describe how this was done with representatives of non-public schools who are based in the subgrant school(s) program service area. If there are no non-public schools in the program service area, indicate that. (This question is worth all points or no points.)

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Non-Public Schools Consultation	There is little to no detail about how non-public school administrators or representatives of non-public schools who are based in the subgrant school(s) program service area were consulted in a timely and meaningful manner during the design and development of the program.			There are no non-public schools in the program service area OR the applicant provided a detailed explanation of how non-public school administrators and representatives of non-public schools who are based in the subgrant school(s) program service area were consulted in a

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				timely and meaningful development of the program.
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Attach an “Intent to Participate” form for each non-public school in the school(s) service area to this subgrant application. (A non-public school “Intent to Participate” form for use is included in the “additional documents” for this subgrant application.)

Office of Childcare Licensing

15. Indicate which type of arrangement the program will operate to meet Delaware Office of Child Care Licensing Requirements:

- Pursue a license through OCCL. The program must have a license if the lead agent is a non-school agency, OR if any of the 21st CCLC sites or programs will be located in places other than public school buildings, OR if the program plan as part of sustainability to use Purchase of Care.
PLEASE NOTE: If a 21st Century program is located in a public school (or schools) where the community-based agency is the lead agent of this subgrant, then that public school (or schools) **MUST BE LICENSED** by the Delaware Office of Child Care License

OR

- Obtain an exemption from OCCL. This can only be obtained if 1) the public school is the lead agent of this subgrant AND 2) all 21st Century program sites are located in public schools in that school district or charter school.

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Section 5: Program Design

78 points

(60 points for summer or school year only)

Needs Assessment

Identify the target population, method of determination of need, recognize root causes, and provide supporting data as evidence. Use poverty information, academic achievement data, and other relevant data sources to detail the need.

Target Population: Students
Needs: Attendance (identify specific areas, if possible):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Target Population: Students
Needs: Academic (identify specific areas, if possible):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Target Population: Students
Needs: Afterschool Programming, Activities, and Scheduling (identify specific kinds, such as sports, arts, personal, and/or social development, etc.; days of the week, hours, how many weeks, school-year, summer):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Group: Students, Family Members, including Parents, Caregivers, Siblings
Needs: School Connectedness, Family Literacy, Family Engagement and Well-Being
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

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Group: Program Staff
Needs: Professional Development (identify topics):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Group: School Staff and Program Staff
Needs: Program Connectedness, Communication (identify areas):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Group: Community (including city or town council members, faith-based leaders, business leaders, etc.)
Needs: Program Connectedness, Communication (identify areas):
Input Method (survey, focus group, program inventory, interviews, etc.):
Root Causes:
Data:
Data Sources:
Desired Program Outcomes:

Each identified need will be evaluated using the following rubric:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Root Causes	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.
Desired Outcomes	The applicant does not explicitly identify the desired program outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need reviewed.	The applicant identifies a desired outcome based on the target group's root causes of the specific need and the outcome is measurable.	"Good" criteria and: The desired outcome can be measured using the same data used by the applicant to determine the root causes of the specific need reviewed.

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Goals, Objectives, and Strategies

1. Please describe what your 21st CCLC program will do for the “**Lights On Afterschool**” nationwide celebration on October 19, 2017. Describe how this event or events will highlight the many ways your quality afterschool program supports children, families, schools, and the community. What activities will be included? Who will be invited? At what time will you be celebrating? What media coverage will be solicited?

“Lights On Afterschool” events, like afterschool programs, come in all shapes and sizes, from stadium rallies and town parades to open houses and program tours. Your event can give students a chance to showcase the skills they learn and talents they develop at your afterschool program; including ways to spotlight the fun, educational, hands-on activities that your quality afterschool program offers and the ways your program keeps kids safe, inspires them to learn and helps working families. This event can also highlight your local partners and rally your community’s support.

Here is a partial list of activities that could be included at your celebration:

- *Student-created and led activities like skits, dance, music and poetry;*
- *Selling items to raise funds for your program;*
- *Student demonstrations of afterschool activities, for example: yoga, basketball, karate, mural painting, chess, debate;*
- *Contests and competitions (kids versus adults or kids versus kids);*
- *Special guest speakers: parents, local elected officials, the superintendent, mayor, a member of Congress, local celebrities, etc.;*
- *Presentations by youth about their afterschool experience; and*
- *A healthy snack or dinner*

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Lights On Afterschool	The applicant does not identify any root causes for the targeted group or the root causes identified are not meaningful (too broad or not clear root causes of the item assessed).	The applicant's identified root causes are explicit for the target group but are not meaningfully supported by clear data.	The applicant identified root causes for the target group that are supported by specific data that clearly support the identification of the root causes.	"Good" criteria and: The applicant identifies the source for each piece of data used as evidence for the identified root causes.

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Program Plan Goals, Objectives, and Activities– Goal #1 - School Year

Goal #1: Improve school attendance and increase academic achievement of participating students in one or more academic areas.			
School Year Program Start Date:		School Year Program End Date:	
Site(s):			
<p>Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #1:</p> <p><u>Objective</u></p> <ol style="list-style-type: none"> 1. 2. 3. 			
<p>Performance Indicators:</p> <ol style="list-style-type: none"> 1. Number of participants who improve attendance and classroom performance; and/or who decrease disciplinary action or other negative behaviors. 2. Number of participants who improve in class participation during school and homework completion. 3. Number of participants who improve on classroom grades and state assessments in English Language Arts and Mathematics. 4. Other: 			
<p>Data to Measure Progress:</p> <ul style="list-style-type: none"> • Attendance Records • Discipline Records • Teacher Survey including <ul style="list-style-type: none"> ○ Class participation ○ Homework completion • State Assessment in English Language Arts and Mathematics • Classroom grades in English Language Arts and Mathematics • Other: 			
<p>Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to improved attendance and academic achievement.</p>			
Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible
1.			
2.			
3.			
4.			
5.			

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Program Plan Goals, Objectives, and Activities – Goal #1 - Summer

Goal #1: Improve school attendance and increase academic achievement of participating students in one or more academic areas.			
Summer Program Start Date:		Summer Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #1: <u>Objective</u>			
<ol style="list-style-type: none"> 1. 2. 3. 			
Performance Indicators:			
<ol style="list-style-type: none"> 1. Number of participants who improve attendance and classroom performance; and/or who decrease disciplinary action or other negative behaviors. 2. Number of participants who improve in class participation during school and homework completion. 3. Number of participants who improve on classroom grades and state assessments in English Language Arts and Mathematics. 4. Other: 			
Data to Measure Progress:			
<ul style="list-style-type: none"> • Attendance Records • Discipline Records • Teacher Survey including <ul style="list-style-type: none"> ○ Class participation ○ Homework completion • State Assessment in English Language Arts and Mathematics • Classroom grades in English Language Arts and Mathematics • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to improved attendance and academic achievement.			
Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible
1.			
2.			
3.			
4.			
5.			

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Program Plan Goals, Objectives, and Activities – Goal # 2 – School Year

Goal #2: Increase school connectedness of participants, including families, caregivers, and school teachers and staff.																											
School Year Program Start Date:		School Year Program End Date:																									
Site(s):																											
<p>Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #2:</p> <p><u>Objective</u></p> <ol style="list-style-type: none"> 1. 2. 3. 																											
<p>Performance Indicators:</p> <ol style="list-style-type: none"> 1. Number of Parent/Caregiver and Family meetings, phone calls, and correspondence. 2. Number of School Teacher and other staff meetings, phone calls and correspondence. 3. Number of Family Engagement Opportunities. 4. Other: 																											
<p>Data to Measure Progress :</p> <ul style="list-style-type: none"> • Parent/Caregiver and Family Attendance and Sign-In Records • Parent/Caregiver Communication Log • School Communication Log • Family/Caregiver & School Teacher Surveys • Other: 																											
<p>Activities: Identify several activities that will help the program reach the Objectives above and Goal #2, ultimately leading to increased school connectedness of participants, including families, caregivers, and school teachers and staff.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Detailed Activities</th> <th style="width: 15%;">Targeted Population</th> <th style="width: 15%;">Number and Length of Sessions</th> <th style="width: 20%;">Staff Responsible</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible	1.				2.				3.				4.				5.			
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Program Plan Goals, Objectives, and Activities – Goal # 2 - Summer

Goal #2: Increase school connectedness of participants, including families, caregivers, and school teachers and staff.																											
Summer Program Start Date:		Summer Program End Date:																									
Site(s):																											
<p>Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #2:</p> <p><u>Objective</u></p> <ol style="list-style-type: none"> 1. 2. 3. 																											
<p>Performance Indicators:</p> <ol style="list-style-type: none"> 1. Number of Parent/Caregiver and Family meetings, phone calls, and correspondence. 2. Number of School Teacher and other staff meetings, phone calls and correspondence. 3. Number of Family Engagement Opportunities. 4. Other: 																											
<p>Data to Measure Progress :</p> <ul style="list-style-type: none"> • Parent/Caregiver and Family Attendance and Sign-In Records • Parent/Caregiver Communication Log • School Communication Log • Family/Caregiver & School Teacher Surveys • Other: 																											
<p>Activities: Identify several activities that will help the program reach the Objectives above and Goal #2, ultimately leading to increased school connectedness of participants, including families, caregivers, and school teachers and staff.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Detailed Activities</th> <th style="width: 15%;">Targeted Population</th> <th style="width: 15%;">Number and Length of Sessions</th> <th style="width: 20%;">Staff Responsible</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>				Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible	1.				2.				3.				4.				5.			
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1.																											
2.																											
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Program Plan Goals, Objectives, and Activities – Goal # 3 – School Year

Goal #3: Increase the capacity of participants to become productive adults.			
School Year Program Start Date:		School Year Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #3: <u>Objective</u>			
<ol style="list-style-type: none"> 1. 2. 3. 			
Performance Indicators:			
<ol style="list-style-type: none"> 1. Number of high quality educational and enrichment opportunities provided by this 21st CCLC that help build lifelong skills in areas such as nutrition and health, art, music, technology, and physical education, literacy, science, and other areas: _____ 2. Other: 			
Data to Measure Progress :			
<ul style="list-style-type: none"> • Attendance Records • Participant Surveys/Focus Group Discussion • Number of Sessions • Program Schedules • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #3, ultimately leading to increased capacity of participants to become productive adults.			
Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible
1.			
2.			
3.			
4.			
5.			

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Program Plan Goals, Objectives, and Activities – Goal # 3 – Summer

Goal #3: Increase the capacity of participants to become productive adults.			
Summer Program Start Date:		Summer Program End Date:	
Site(s):			
Measurable Objectives: Identify several SMART (Specific, Measurable, Attainable, Realistic, and Time Bound) objectives describing what will be accomplished during this period of time that will help the program reach Goal #3: <u>Objective</u> 1. 2. 3.			
Performance Indicators: 1. Number of high quality educational and enrichment opportunities provided by this 21 st CCLC that help build lifelong skills in areas such as nutrition and health, art, music, technology, and physical education, literacy, science, and other areas: _____ 2. Other:			
Data to Measure Progress : <ul style="list-style-type: none"> • Attendance Records • Participant Surveys/Focus Group Discussion • Number of Sessions • Program Schedules • Other: 			
Activities: Identify several activities that will help the program reach the Objectives above and Goal #1, ultimately leading to increased capacity of participants to become productive adults.			
Detailed Activities	Targeted Population	Number and Length of Sessions	Staff Responsible
1.			
2.			
3.			
4.			
5.			

Each identified Goal in this section will be evaluated using the following rubric:

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
SMART Objectives	The applicant does not include objectives or the objectives are not measurable.	The applicant includes objectives but as stated the objectives it is not clear making measuring progress toward meeting the objectives confusing/unclear.	The applicant includes objectives that indicate how many, how much, and how progress will be measured at a given point in time.	"Good" criteria and: The desired outcome is clear and predictive of success for the target group.
Activities	The applicant does not include activities that will	The applicant includes activities to be implemented	The applicant includes activities that will help the	The applicant includes very detailed activities that will

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	<p>help the program reach its stated goal.</p>	<p>that will help the program reach its stated goal. The targeted population, number and length of sessions, or staff responsible is not meaningfully included making it unclear how these activities will realize the program goal.</p>	<p>program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is relatively clear how these activities will realize the program goal.</p>	<p>help the program reach its stated goal. The targeted population, number and length of sessions, and staff responsible are included and it is extremely clear how these activities will realize the program goal.</p>
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Section 6: Program Delivery

18 points

Youth Development Practices

1. Describe how the program will create a warm and welcoming environment. Provide any policies, procedures, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Warm & Welcoming Environment	The applicant provides little, or no, detail about how it will create a warm and welcoming environment.	The applicant details an environment, supervised by adults during hours of operation based on families' schedules, that is rich with activities that participants can name and that promotes a healthy lifestyle. The applicant, however, is not clear on how participant individuality, culturally and linguistically or otherwise, will be respected and supported.	The applicant details an environment, supervised by adults during hours of operation based on families' schedules, that is rich with activities that participants can name and that promotes a healthy lifestyle. And, the applicant details how participant individuality, culturally and linguistically or otherwise, will be respected and supported.	"Good" criteria and: The applicant details the procedures that in place to ensure safety.

2. Describe how the program will build supportive relationships and opportunities for students to belong. Provide any policies, procedures, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Supportive Relationships & Opportunities to Belong	The applicant provides little, or no, detail about how it will build supportive relationships and opportunities for students to belong.	The applicant details how the program will emphasize belonging and membership, in the near and long-term, with activities that allow for participants to interact in a variety of ways. The applicant, however, is not clear on how staff will intentionally build and promote relationships characterized by honesty and respect.	The applicant details how the program will emphasize belonging and membership, in the near and long-term, with activities that allow for participants to interact in a variety of ways. The applicant also details how staff will intentionally build and promote relationships characterized by honesty and respect.	"Good" criteria and: The program offers a mix of one-on-one interactions and large-group activities focused on character development.

3. Describe how the program will supports positive behaviors. Provide any rules, guidelines, plans, and background information that will influence this practice.

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Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Positive Behaviors	The applicant provides little, or no, detail about how it will engage students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	The applicant provides, though at a high level, how it will engage students in setting rules. Little attention is given to engaging students in defining and implementing conflict resolution strategies.	The applicant provides explicit opportunities for engaging students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	"Good" criteria and: The program provides for family input in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.

4. Describe how the program provides youth engagement opportunities and offer students choices. Provide any strategies, procedures, and background information that influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Youth Engagement Opportunities	The applicant provides little, or no, detail about how it will engage students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	The applicant provides, though at a high level, how it will engage students in setting rules. Little attention is given to engaging students in defining and implementing conflict resolution strategies.	The applicant provides explicit opportunities for engaging students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	"Good" criteria and: The program provides for family input in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.

5. Describe how the program provides students with opportunities for authentic decision-making. Provide any strategies, procedures, and background information that influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Authentic Decision Making	The applicant provides little, or no, detail about how it will engage students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	The applicant provides, though at a high level, how it will engage students in setting rules. Little attention is given to engaging students in defining and implementing conflict resolution strategies.	The applicant provides explicit opportunities for engaging students in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.	"Good" criteria and: The program provides for family input in setting program and activity rules as well as in defining and implementing strategies for resolving conflicts.

6. Describe how the program will provide students with opportunities for youth leadership. Provide any volunteer processes and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
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Youth Leadership	The applicant provides little, or no, detail about the opportunities it will provide for students for youth leadership.	The applicant provides, though at a high level, opportunities for participants to take on leadership roles within the program.	The applicant provides explicit opportunities for participants to take on leadership roles within the program.	"Good" criteria and: The applicant identifies and promotes opportunities for participant leadership with partnering entities.
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7. Describe how the program will make time for reflection (that is “careful thought or consideration of an idea or event, with the intent of making change or focusing on improvement”). Provide any methods, procedures, and background information that will influence this practice.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Participant Reflection	The applicant provides little, or no, detail about the opportunities it will provide for students to reflect on their academic activities.	The applicant provides, though at a high level, opportunities for participant reflection on activities and learning. It is unclear, however, how these opportunities for reflection are meaningfully linked to participant articulated goals and their progress toward meeting those goals.	The applicant details specific opportunities for participant reflection on activities and learning that are meaningfully linked to participant articulated goals and their progress toward meeting those goals.	"Good" criteria and: Participants, upon reflection, are given opportunities to showcase their work and demonstrate publicly their work, growth, and development.

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School Year Program Schedule				
# of Weeks:		# of Sessions:	Start Date:	End Date:
	<i>Time</i>	<i>Activity (Please ensure the described activity align to the program's stated goals, objectives, and strategies.)</i>	<i># of Participants</i>	<i># of Staff</i>
<i>Monday</i>				
<i>Tuesday</i>				
<i>Wednesday</i>				
<i>Thursday</i>				
<i>Friday</i>				

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Summer Program Schedule				
# of Weeks:		# of Sessions:	Start Date:	End Date:
	<i>Time</i>	<i>Activity (Please ensure the described activity align to the program’s stated goals, objectives, and strategies.)</i>	<i># of Participants</i>	<i># of Staff</i>
<i>Monday</i>				
<i>Tuesday</i>				
<i>Wednesday</i>				
<i>Thursday</i>				
<i>Friday</i>				

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The Program Schedule will be reviewed based on completeness.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Program Schedule (School Year and/or Summer)	The program schedule is not detailed and lacks alignment to the work of the program.	The program schedule is aligned to the work the program propose to do in most sections of the application.	The program schedule is somewhat detailed and aligned to the work the program propose to do in most sections of the application, including the goals and objectives of the program.	The program schedule is explicitly detailed and aligned to the work the program propose to do in all sections of the application, including the goals and objectives of the program.

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Section 7: Evaluation

15 points

1. What is the program’s framework for evaluating its performance toward meeting its goals and objectives? Indicate connections with the elements in Section 5: Program Design. The framework, at a minimum, should include:
- a.) The elements of the proposed program that will be evaluated;
 - b.) The systematic process for collecting and analyzing the necessary data to conduct a robust evaluation of the program;
 - c.) The data (including school-level student data) to be collected and a timeline for the collection and analysis of the data.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Elements Evaluated	The plan to evaluate the program does not specifically identify the elements of the program that will be evaluated. The elements identified are high-level and not meaningfully aligned to the proposed program.	The plan to evaluate the program identifies the elements of the program that will be evaluated but the elements are not clearly defined. And/or not all key components of the proposed program are identified for evaluation.	The plan to evaluate the program identifies and clearly defines the elements of the program that will be evaluated. Not all key components of the proposed program are identified for evaluation.	"Good" criteria and: The elements identified for evaluation align to all key components of the proposed program.
Data Collection & Analysis	The applicant describes in little, to no, detail its process for collecting and analyzing the data necessary to conduct a robust evaluation of the program.	The applicant's plan for collecting and analyzing the necessary data to conduct a robust evaluation of the program is high-level but non-specific. The process for the collection and analysis is not systematic.	The applicant details a systematic process for collecting and analyzing the data necessary to conduct a robust evaluation of the program.	"Good" criteria and: The applicant includes a timeline for collecting and analyzing the requisite data for conducting its evaluation.
Data	The applicant does not identify the specific data to be collected for analysis or only a few, if any, data are identified, aligned to the elements of the program that the applicant proposes to evaluate.	The applicant identifies specific data to be collected for analysis but there are gaps in the data to be collected in order to adequately evaluate the elements identified for evaluation by the applicant.	The applicant identifies all the specific data to be collected for analysis aligned to the elements to be evaluated by the applicant.	"Good" criteria and: The source of the data to be collected is identified for each piece of data included in the proposed plan for evaluation.

2. How will the results of the evaluation be used to improve the performance of the program (shape the activities, structures, and resource allocations)?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Program Improvement	The applicant's plan for improving the performance of the program based on the results of the evaluation includes little, to no, detail.	The applicant's plan to use the results of the evaluation to improve the performance of the program includes non-specific detail as to how the results will impact the allocation of resources or improve the delivery of programming.	The applicant's plan for using the results of the evaluation to improve the performance of the program clearly details how the results will impact the allocation of resources or improve the delivery of specific services.	"Good" criteria and: The applicant explicitly links the results of specific indicators to be evaluated to the resources and services that will be improved based on specific evaluation outcomes.

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3. How will the evaluation findings be shared with students, parents and other family members, program staff, school staff, and the community?

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Dissemination	The applicant's plan for sharing the findings of its evaluation with relevant stakeholders contains little, to no, detail.	The applicant outlines a plan for disseminating evaluation findings to stakeholders but the plan is not differentiated by stakeholder group and the actions to be taken are mostly, if not all, passive.	The applicant's plan for disseminating evaluation findings to stakeholders is differentiated by stakeholder group but dissemination efforts are mostly, if not all, passive.	"Good" criteria and: The applicant details meaningful ways to disseminate evaluation findings and engage stakeholder groups around the results.

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Section 8 Fiscal Management, Budget, and Sustainability

15 points

Prepare a budget (using the separate budget pages provided) that will adequately cover program expenses, and then answer the following:

1. Describe the program’s financial procedures and accounting practices.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Procedures & Practices (Financial & Accounting)	The program's financial procedures and accounting practices are not included in the application or the procedures and practices, as presented, are unclear.	The program's financial procedures and accounting practices are presented but key details, such as who manages the implementation of procedures and practices, are missing.	The program's financial procedures and accounting practices are explicitly detailed (including who manages implementation of procedures and practices as well as the levels of review and approval authority for the spending of funds).	"Good" criteria and: The plan an internal annual fiscal review that includes an analysis of program's return on investment, as a part of its financial procedures and accounting practices.

2. Describe the adequacy of support including facilities, equipment, supplies, and other resources and assets from the lead agency and all partners.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Adequacy of Support	The application does not clearly identify the resources and assets from the lead agency and all partners.	The application identifies the resources and assets (including facilities, equipment, and supplies) to be contributed from the lead agency and all partners.	The application identifies the resources and assets broken out by category (including facilities, equipment, and supplies) to be contributed from the lead agency and all partners.	"Good" criteria and: The application identifies any unmet needs where grant funds will be used to support its effective implementation of the proposed program.

3. Describe the extent to which the costs are reasonable in relation to the number of persons to be served, the size and scope of the program, and to the anticipated results and benefits of the program.

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Reasonability Given Size	The applicant does not include an analysis, or the analysis is vague, of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program.	The application includes an high-level analysis of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program. The analysis, however, has gaps and the costs appear unreasonable in relation to	The application includes a clear and specific analysis of the extent to which the costs are reasonable in relation to the proposed size (staffing, number of persons to be served, etc.) of the program. The costs appear to be reasonable in	"Good" criteria and: The application identifies any unmet needs where grant funds will be used to support its effective implementation of the proposed program.

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		the proposed size of the program.	relation to the proposed size of the program.	
Reasonability Given Scope	The applicant does not include an analysis, or the analysis is vague, of the extent to which the costs are reasonable in relation to the proposed scope of the program and its ability to achieve the anticipated results.	The application includes a high-level analysis of the extent to which the costs are reasonable in relation to the proposed scope of the program but its ability to achieve the anticipated results, based on the resources allocated, is not clear.	The application includes a high-level analysis of the extent to which the costs are reasonable in relation to the proposed scope of the program and it is reasonably clear that, based on the resources allocated, the program can achieve its anticipated results.	"Good" criteria and: The application identifies any unmet needs where grant funds will be used to ensure that the program can achieve its intended results.

4. Provide a preliminary plan for how the program will continue after funding ends. Provide specific information on how other funds or services will replace 21st CCLC funding in years 4 and 5 of the grant and beyond. *For example, personnel costs in the original grant cost may be provided by volunteers from a partnering agency or tutors are being paid through LEA Title I funds.*

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Sustainability	There is not a long-term plan for how the program will continue after funding ends or the plan presented contains few, if any, specific details on how to approach sustaining the proposed program activities.	The plan for sustaining the program after the funding ends is general in nature and does not include a timeline, or potential revenue sources, for sustaining the program aligned to the proposed programmatic activities.	The plan for sustaining the program after the funding ends includes a timeline that details the long-term plan for sustaining the program aligned to the proposed programmatic activities.	"Good" criteria and: The plan includes potential resources, including sources of revenue, for sustaining the program aligned to the proposed programmatic activities.

Attach the Budget Pages to this subgrant application.

12 points

Review Rubric	Poor 0	Fair 1	Good 2	Excellent 3
Salaries and Other Employee Costs (OEC)	The budget does not include all the relevant salaries and Other Employee Costs.	The budget items are all included for this category but are not fully understandable or relevant to this program.	The budget items are all included for this category and are fully understandable and relevant to this program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.
Travel and Contracted Services	The budget does not include all the necessary travel costs and costs associated with contracted services.	The budget items are all included for this category but are not fully understandable or relevant to this program.	The budget items are all included for this category and are fully understandable and relevant to this program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.
Audit Fees and Indirect Costs	The budget does not include all the necessary audit fees and indirect cost items.	The budget items are all included for this category but are not fully	The budget items are all included for this category and are fully	"Good" criteria and: Sufficient details are provided, making the

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		understandable or relevant to this program.	understandable and relevant to this program.	budget accessible to all interested parties, including program and school staff, parents, and community members.
Supplies and Materials and Capital Outlay	The budget does not include a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program.	The budget includes a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program but the items are not fully understandable or relevant to this program.	The budget includes a complete list of all the necessary supplies and materials and capital outlay to fully implement the proposed program and the items are fully understandable and relevant to this program.	"Good" criteria and: Sufficient details are provided, making the budget accessible to all interested parties, including program and school staff, parents, and community members.

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**State of Delaware
Department of Education
Sub-Grant Application**

LEA/Agency/Organization Information

Name: _____ **Date:** _____

Address 1: _____
Street Address P.O. Box

Address 2: _____
City State Zip Code

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

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

Proposed Sub-Grant Project
Title: _____

For FSF users, indicate department number under which funds should be loaded: _____

Description of Project:

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

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

Signature of Chief School Officer/Agency
Head: _____

Printed Name: _____ Date: _____

Signature of Business Manager: _____

Printed Name: _____ Date: _____

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**Delaware Department of Education
 FFATA Data Collection Form for Sub-Awardees**

The Federal Funding Accountability and Transparency Act (FFATA), requires entities receiving financial assistance through Federal awards (including contracts, sub-contracts, grants and sub-grants) to report selected information to be published on usaspending.gov. As a prime awardee, Delaware Department of Education is required to file FFATA reports on a monthly basis. Funds will not be issued in the absence of the following information.

Title of Federal Grant:	21 st CCLC	Sub-Award Amount:	\$
CFDA#:	84.287	PR/Award or FAIN:	S287C160052
Federal Sponsor	US DOE	Sub-Award Number:	
Sub-Award Start Date:	5/1/2017		

SUB-AWARDEES

Provide the following information as it appears in the Central Contractor Registration (CCR)

Sub-Awardees Name: _____

DUNS Number: _____

Address: _____
Street

City

State

**Zip + 4 digit
(required)**

Place of Performance:
 (If different than above) _____
Street

City

State

**Zip + 4 digit
(required)**

Sub-Award Project Description (**provide enough information to given the public a good idea of the purpose and intended outcomes of the sub-award**):

Total compensation of Sub-Awardees' top five executives is required if all the following conditions are true:

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- **More than 80% of annual gross revenues from the Federal government, and those revenues are greater than \$25M annually, and**
- **Compensation information is not publicly available**

If both statements are true, please list the names and total compensation of your business/organization's five most highly compensated officers:

Name	Total Compensation

Provide contact information for the person completing this form should follow-up be necessary. Incomplete or missing information will delay the release of funding. .

PREPARED BY:
Name:
Title:
Phone Number:
Email:

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Section 9 – Assurances, Certifications, and Signatures

*The following pages contain the Assurances that must be signed and dated by the Superintendent or Chief Executive Officer of the Local Education Agency and the Chief Executive Officer of the Community Agency Partner. Please read and **check off all assurances carefully**. These assurances dictate financial requirements that must be adhered to by the subgrantee. Funds will not be disbursed until and unless a signed copy of these Assurances are received by the Delaware Department of Education (DDOE). Please check the following 34 assurances, indicating an agreement:*

The Applicant assures that:

- 1. The program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- 2. The control of funds provided under 21st Century Community Learning Centers program and title to property acquired with program funds will be in a school district, public agency, for-profit agency, or a non-profit private agency, institution, or agency.
- 3. The school district, public agency, for-profit agency, non-profit agency, institution or agency will administer those funds and property to the extent required by the Delaware Department of Education. Records concerning financial accounting and program evaluation will be maintained by the applicant agency and will be available for review by program auditors for at least three years past the final year of the 21st CCLC.
- 4. The applicant will adopt and use proper methods of administering each such program, including the:
a) enforcement of any obligations imposed on agencies, institutions, organizations, and other recipients responsible for carrying out each program, b) correction of deficiencies in program operations that are identified through audits, monitoring or evaluations, c) adoption of written procedures for the receipt and resolution of complaints in the administration of programs.
- 5. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, funds paid to the subgrantee under the 21st Century Community Learning Centers program.
- 6. The program will take place in a safe and easily accessible facility.
- 7. The program will continue to be designed, developed, planned, implemented, and evaluated in active collaboration with all the partner agencies, including the administrators and teachers from the schools that the students attend. The 21st CCLC will be linked with the school day.
- 8. The transportation and program access for all students will be addressed and provided by the 21st CCLC funds if not provided from another source of funds.
- 9. The school district will provide access of pertinent student data to the applicant and partnering agencies.

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- 10. Attendance records will be maintained for each student receiving services in the 21st CCLC.
- 11. Students will be tagged in the eSchool Plus statewide pupil accounting system by school or district personnel.
- 12. Required data will be entered into the 21st CCLC Federal database system by the grantee. This information will be used to annually evaluate the program and will be used to make decisions about appropriate changes in programs for the subsequent year.
- 13. The program will primarily target students who attend schools eligible for Title I school-wide programs under Section 1114 and families of such students.
- 14. The applicant will cooperate in carrying out any evaluation of the program conducted by state and federal officials.
- 15. Funds granted for this program will not supplant federal, state, local or non-federal funds.
- 16. The community was given notice of intent to submit an application and the completed application and any waiver request(s) will be available for public review after submission.
- 17. The program will ensure equitable participation of nonpublic school participants if those students are part of the target population. The applicant will consult with officials of nonpublic schools in a meaningful and timely manner; and provide nonpublic participants genuine access to equitable services.
- 18. The programs and services provided under this subgrant will be operated so as not to discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, disability, age, genetic information, or veteran status.
- 19. Programs and projects funded in total or in part through this subgrant will operate in compliance with state and federal laws, program statutes, rules, and regulations, including but not limited to the 1964 Civil Rights Act and amendments, Title IX of the Education Amendment of 1972, the Code of Federal Regulations (CFR) 34, the Elementary and Secondary Education Act, Education Department General Administrative Regulations (EDGAR) 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 85, 86, 97, 98, and 99, the General Education Provision Act (GEPA), the American with Disabilities Act, the Drug-Free Workplace Act of 1988, and OMB Circular 2 CFR Part 220 and Part 225. Subgrantees are responsible for adhering to all applicable fiscal and programmatic regulations.
- 20. Entities receiving \$500,000 or more of federal funds assure that an annual financial and compliance audit have been completed in accordance with OMB Circular A-133 or A-128, whichever is applicable. Copies of any audit findings and the documented actions to clear these findings must be included in this 21st CCLC subgrant application.

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- 21. The Delaware Department of Education (DDOE) may as it deems necessary, supervise, evaluate, and provide guidance and direction to the subgrantee in the conduct of activities performed under this subgrant; however, failure of DDOE to supervise, evaluate, or provide guidance and direction shall not relieve the subgrantee of any liability for failure to comply with the terms of the subgrant award.
- 22. All program staff who work with children will have undergone the requirements outlined in the Delaware Criminal Background Check for Public Schools Related Employment and Office of Child Care Licensing Regulations.
- 23. Any printed (or other media) description of programs and/or program activities will state that the program and/or activity is fully (or partially) funded by the US Department of Education’s 21st Century Community Learning Center Program.
- 24. Subgrantee will retain records of its financial transactions (including receipts), accounts, program operation, and evaluation relating to this subgrant for a period of three years after termination of the subgrant agreement and will make such records (including receipts) available for inspection and audit by authorized representatives of DDOE.
- 25. Subgrantee will receive prior written approval from the DDOE program manager before implementing any programmatic changes with respect to the purpose for which the subgrant was awarded. Amendments will be accepted during the following periods: August 1 - August 15; December 1 - December 15; and June 1 - June 15. Amendments are submitted via e-mail for approval to the Delaware 21st CCLC State Coordinator.
- 26. Subgrantee will repay any funds that have been determined through the federal or state audit process to have been misspent, unspent, misapplied, or otherwise not properly accounted for, and further agrees to pay any collection fees that may subsequently be imposed by the federal and/or state government.
- 27. Subgrantee will, as part of this subgrant, create an advisory council or steering committee of all major partners who will meet on a regular basis to assist in continuous program improvement.
- 28. Any remaining, unspent funds must be returned to the Department of Education within 75 days from the subgrant end date. If actual expenditures within any reporting category exceed the higher of 15% or \$5,000 of the budgeted amount, the subgrantee must briefly explain why as part of a budget amendment. A similar explanation is required if expenditures of \$5,000 or more are made within a reporting category for which no expenditures were budgeted. There are no extensions or carry-overs allowed.
- 29. If subgrantee is not part of the Delaware First State Financial System (FSF), it is assured that Quarterly Financial Reports will be submitted to DDOE.

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Section 9 – Assurances, Certifications, and Signatures

30. The 21st CCLC subgrantee will actively recruit eligible students to maintain or exceed its projected enrollment. If the actual average daily enrollment of the subgrantee program is less than 25 students, the subgrant award may be terminated.
31. Subgrantee assures that the Center(s) will be meeting Delaware Office of Child Care License Regulations by the start date cited on the forms. The subgrantee acknowledges that the amount awarded to the subgrantee will be prorated, based upon the date when the program can begin (following the approval of the Delaware Office of Child Care License) if it is a later date than the start date included in this continuation application. The only exemption for this assurance is in situations where 1) the public school is the lead agent of this subgrant AND 2) all 21st Century program sites are located in public schools in that school district or charter school. PLEASE NOTE: If a 21st Century program is located in a public school (or schools) where the community-based agency is the lead agent of this subgrant, then that public school (or schools) MUST BE LICENSED by the Delaware Office of Child Care License.
32. The subgrantee will submit a self-assessment in December and June of each year and will submit an annual evaluation report within 45 days of the subgrant end date.
- Annual Evaluation Report** - Each 21st CCLC program must submit to the Delaware 21st CCLC State Coordinator the following items as its Annual Evaluation:
- the current **Annual Performance Report (APR) Summary** from the Federal database system reflecting data through the subgrant end date,
 - the final **Expenditure Report**
 - *Must show Total Budget line for every column, which should match the amounts in the original subgrant and Subgrant Award Notice (SAN).*
 - *Must show Total Expenditures for every column, which should match your program's financial records for all expenditures. Ideally, the grand total should equal the grand total of the Total Budget amount.*
 - *If actual expenditures within any reporting category exceed the higher of 15% or \$5,000 of the budgeted amount, the subgrantee should briefly explain why. A similar explanation is required if expenditures of \$5,000 or more are made within a reporting category for which no expenditures were budgeted.*
 - the **Evaluation Responses**
33. At least one person from each 21st CCLC subgrant site will attend all required DDOE-sponsored technical assistance and professional development meetings.
34. At least one person from each 21st CCLC subgrant site will attend a state, regional, or national conference on quality programming for school-age students in extended-day learning opportunities, such as the 21st Century Community Learning Centers Summer Institute.

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Section 9 – Assurances, Certifications, and Signatures

We, the undersigned, certify that the information contained in this Delaware 21st Century Community Learning Centers Subgrant Application is complete and accurate to the best of our knowledge; that the necessary assurances of compliance with applicable state and federal statutes, rules, regulations will be met; and, that the indicated lead agency designated in this application is authorized to administer this subgrant.

We further certify that the 34 assurances listed above have been satisfied and will be adhered to, and that all facts, figures, and representation in this application are correct to the best of our knowledge.

Live Signature of:

Superintendent or Chief Executive Officer of the
Local Education Agency

Printed Name:
Local Education Agency:
Date:

Live Signature of:

Chief Executive Officer of the Community Agency

Printed Name:
Community Agency:
Date:

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Attachments:

Memoranda of Understanding (MOU):

3 points

Memoranda of Understanding (MOU), though not legally binding, should describe clearly the specific commitments of staff, services, facilities, equipment, or resources provided by each partner, including estimating monetary value. The MOU should also document the process for the collection and sharing of required school-related indicators including school attendance and academic achievement.

Attach a MOU for each partner listed in “Section 3 – Partnerships and Collaborations.”

Intent to Participate Letter

Federal law mandates that non-public school administrators are consulted in a timely and meaningful manner during the design and development of the program.

Attach an Intent to Participate form for each non-public school in the school(s) service area.

Budget Pages

12 points

Prepare a budget that is justified in “Section 8: Fiscal Management, Budget, and Sustainability” that will adequately cover program expenses. The requested amount should be appropriate and reasonable for the size and scope of the program.

Attach the Budget Pages.

The amount of subgrant award will be based on projected average daily attendance figures and the tables below:

For **Full Year programs** (Summer and School Year), minimum 152 sessions, 336 hours:

Grant Request	Projected Average Daily Attendance
\$100,000	25 - 49 students
\$150,000	50 – 74 students
\$200,000	75 – 99 students
\$250,000	100 – 124 students
\$300,000	125+ students

For **School Year programs** (with no summer program), minimum 120 sessions, 240 hours:

Grant Request	Projected Average Daily Attendance
\$80,000	25 - 49 students
\$120,000	50 – 74 students
\$160,000	75 – 99 students
\$200,000	100 – 124 students
\$240,000	125+ students

For **Summer only programs** (with no school year program), minimum 32 sessions, 96 hours:

Grant Request	Projected Average Daily Attendance
\$50,000	25 - 49 students
\$54,000	50 – 74 students
\$58,000	75 – 99 students
\$62,000	100 – 124 students
\$66,000	125+ students

Any subsequent years of the subgrant award will be based on actual average daily attendance figures. This may alter or terminate the amount of the subgrant award. The funding table may change from year-to-year, based on available funds provided to the state.

Address applications to:

John H. Hulse
Education Associate, 21st CCLC and Title I Programs
Delaware Department of Education
35 Commerce Way, Ste 1
Dover, DE 19904