

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into as of July 1, 2014 and will end on June 30, 2015 between the State of Delaware, Department of Labor, Division of Employment and Training (“Administrative Entity”), and {Contractor’s Name} (“CONTRACTOR”), a {non-profit/for-profit}, with offices at {Address Block}, {City, Delaware 19xxx}. The Agreement is made pursuant to the authority granted under the Workforce Investment Act of 1998 which first established the criteria for receipt of federal appropriations under the oversight of the United States Department of Labor and the authority of the Governor of the State of Delaware. In addition, this Agreement receives appropriations from funds generated from an assessment on the unemployment insurance tax more commonly known as Blue Collar Funds.

WHEREAS, the Chief Executive Officer/Governor of the State of Delaware has the authority to designate the administrative entity of the Workforce Investment Act and its related funds; and

WHEREAS, the Chief Executive Officer/Governor of the State of Delaware and Chairman of the Workforce Investment Board did agree that the administrative functions of the Act would be carried out by the Administrative Entity more fully described in their Memorandum of Understanding; and

WHEREAS, the Administrative Entity did cause to be published on March 20, 2018, a request for proposals from program providers interested in serving the needs of the local workforce in Delaware, more specifically outlined in the published request which is hereby attached as Appendix A; and

WHEREAS, the Administrative Entity reviewed all proposals timely received and determined that the proposal of CONTRACTOR most closely satisfied the criteria for the program and further resolved to award said CONTRACTOR funding in accordance with the terms and conditions of this Agreement.

WHEREAS, the Administrative Entity focuses primarily on the CONTRACTOR’s response to Target Questions 4 (Your Product) & Target Question 6 (Milestones) submitted as part of the Best & Final Offer are hereby attached as Appendix B and Appendix E respectively.

WHEREAS, Administrative Entity and CONTRACTOR 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, Administrative Entity and CONTRACTOR agree as follows:

1. Services

1.1 CONTRACTOR, hereinafter known as CONTRACTOR, shall perform for Administrative Entity the services specified in the Appendices to this Agreement, attached hereto and made a part hereof. CONTRACTOR shall diligently and timely perform the work described in the proposal/award program and any program or budget modification subsequently submitted and

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approved by the Administrative Entity. CONTRACTOR further agrees to monitor its fiscal and performance evaluations in cooperation with the protocol established by the Administrative Entity. Performance goals and milestones which are set forth in the proposal and reiterated in summary statements in the Appendix, shall be measured, evaluated and documented by the CONTRACTOR as statistical information necessary to determine its attainment of such goals and for use by the Administrative Entity.

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) Administrative Entity's request for proposals, attached hereto as Appendix A; (c) Target Questions Number 4 & 6 submitted as part of the CONTRACTOR's Best & Final Offer, attached hereto as Appendix B and Appendix E respectfully. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 Administrative Entity 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 CONTRACTOR shall be furnished without the written authorization of Administrative Entity. When Administrative Entity desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify the CONTRACTOR, who shall then submit to Administrative Entity a "Modification Request" for approval authorizing said change. The Modification Request shall state whether the change shall cause an alteration in the price or the time required by the CONTRACTOR for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 The CONTRACTOR will not be required to make changes to its scope of work that result in CONTRACTOR'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.

1.5 CONTRACTOR agrees that at all times during the term of this Agreement, it will remain in full compliance with all applicable federal and state labor laws and tax laws, including but not limited to laws related to employee issues, such as Workers' Compensation, Unemployment, Non-discrimination laws and employee tax withholding requirements. CONTRACTOR agrees to comply with the requirements of the Workforce Investment Act of 1998, Public Law 105-220; 28 U.S.C. § 2801 *et seq.* and, the Workforce Investment Final Rules, as amended, 20 C.F.R. 652 *et al.* Any reference in this paragraph to specific provisions of statutes, regulations, rules or policies is for the convenience of the parties and such enumerations shall not imply that such references are the only provisions of the federal and state statutes that are pertinent to the provisions of this Agreement or the lawful conduct of the CONTRACTOR.

1.6 CONTRACTOR will keep in a secure location all program records and accounts in sufficient detail to support all payments received and all services rendered pursuant to this Agreement. Records and accounts will be maintained for a minimum of three (3) years after close out of this Agreement or if an audit has begun until the audit is finally resolved, whichever is later. Records and accounts must be fully supported by retained receipts, invoices, bills, and all documentation required by this Agreement.

2. Payment for Services and Expenses

2.1 The term of this Agreement shall be from March 20, 2018 through June 30, 2015, unless the Agreement is terminated for cause, convenience, funding out, or by mutual agreement.

2.2 Administrative Entity will pay CONTRACTOR for the performance of services described in Appendices B. Payments to the CONTRACTOR shall continue under the payment procedures established by the Administrative Entity during the close out period. The Administrative Entity will issue a closeout report within one hundred twenty (120) days of the expiration date of this Agreement. Any requests for payments after the issuance of the closeout report by the Administrative Entity or beyond the 120th day after expiration will be denied as untimely.

2.3 CONTRACTOR agrees to deposit all award funds in a federally insured bank account from which all disbursements shall be made. CONTRACTOR agrees to institute a financial management and accounting system with respect to the award of funds and the disbursement thereof that will comply with regulations and permit the CONTRACTOR and the Administrative Entity to timely comply with the Single Audit Act and auditing procedures, if required.

2.4 Administrative Entity's obligation to pay CONTRACTOR for the performance of services described in this Agreement will not exceed the awarded amount of \$_____.00.

It is expressly understood that the work defined in the appendices to this Agreement must be completed by the CONTRACTOR and it shall be the CONTRACTOR's responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the amount awarded. Administrative Entity'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 Administrative Entity's purchase order(s) to the CONTRACTOR.

2.5 CONTRACTOR agrees that it will be solely responsible for the accurate and timely preparation of all requests for advances or reimbursements, or other necessary documents in accordance with the regulations and the award document itself. CONTRACTOR will be making requests for funds in connection with the performance of program obligations and milestones. CONTRACTOR agrees to make all requests to the Administrative Entity in the form prescribed and with the necessary documentation or certification that will permit the disbursement of funds by the Administrative Entity. Such requests for reimbursement shall be made timely and in accordance with this Agreement or protocol established by the Administrative Entity.

2.6 CONTRACTOR agrees that all costs funded by award funds and subsequent submissions for reimbursement should conform to general principles and standards of acceptable accounting practices. CONTRACTOR's submission must be related to, and necessary for, the execution of the performance plan in order to be considered an allowable cost for reimbursement. CONTRACTOR further agrees that any change in the award budget plan will require a request submitted to the Administrative Entity in writing, indicating the basis for the modification or need for the desired change. If the request is so approved, the Administrative Entity will notify the CONTRACTOR in writing.

2.7 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by CONTRACTOR. If an Appendix specifically provides for expense reimbursement, CONTRACTOR shall be reimbursed only for reasonable expenses incurred by CONTRACTOR in the performance of the services, including, but not necessarily limited to,

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travel and lodging expenses, communication charges, and computer time and supplies.

2.8 CONTRACTOR acknowledges and agrees that the federal, Single Audit Act, 31 U.S.C. §§7501-7505, and OMB-A-128 or A-133 audits will apply to this program as a condition for federal funding. CONTRACTOR further acknowledges that the Administrative Entity, as fiscal and program manager for programs under the Workforce Investment Act, is responsible for monitoring CONTRACTOR's performance as a condition of this funding. CONTRACTOR may be required to undergo an annual audit required by the OMB circular A-128 or A-133 depending on CONTRACTOR's status for a *for-profit* corporation, *non-profit* corporation or possible *exempt* status relative to CONTRACTOR's funding amount. CONTRACTOR agrees to obtain any necessary audits for full compliance with the Single Audit Act, and to engage a qualified auditor, approved by the Administrative Entity, the approval of which may not be unreasonably withheld. CONTRACTOR agrees to furnish periodic performance reports as contemplated in the Federal Assistance Reporting Checklist or any document which is included in the appendices.

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

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

2.11 CONTRACTOR agrees that if an audit is required, the audit shall be provided to the Administrative Entity within time limits imposed and published in the Federal Register applicable to the grant herein. If the auditor makes any audit findings in connection with the required audit, CONTRACTOR shall furnish the Administrative Entity with a proposed corrective plan to address all such findings. If the required audit is not submitted within the time limits referenced above, the Administrative Entity, as fiscal manager, shall refuse any further consideration of reimbursement for that specific Agreement period.

2.12 CONTRACTOR shall endeavor to understand and cooperate with the fiscal management policies established by the Administrative Entity. Generally, funding distribution or method of payment is based upon a cost reimbursement plan. CONTRACTOR is required to submit monthly financial reports on the form prescribed, satisfactorily completed, within twelve (12) calendar days of the close of the reporting period to the Administrative Entity. Financial reports, satisfactorily completed and timely received, shall be paid within thirty (30) days from the date it was received. If financial reports are incomplete, the Administrative Entity has the discretion to reimburse for those expenses properly identified and sufficiently completed to warrant a partial disbursement and withhold funds that require further documentation or additional information.

2.13 Monthly financial reports shall be submitted to: Department of Labor, Division of Employment & Training, Fiscal Unit, 4425 North Market Street, 3rd Floor, Wilmington, DE 19802.

2.14 CONTRACTOR agrees to follow all closeout procedures established by the Administrative Entity. CONTRACTOR's final report and any cash balance information attributed to an expired Agreement must be presented to the Administrative Entity for payment or reimbursement, no later than four (4) months after the Agreement's expiration date. Should

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the CONTRACTOR not complete close out timely or not provide a required OMB audit within the time limits imposed and published in the Federal Register and applicable to the funding grant herein, the Administrative Entity shall refuse further payment for that Agreement term and may withhold funds from the current Agreement year until such time as close out has been accomplished or the audit received. Any request for reimbursement beyond the time periods referenced above, must be presented and approved by the Delaware Workforce Investment Board. CONTRACTOR agrees that simultaneously with the acceptance of final payment, it releases and forever discharges the Administrative Entity including any/all Agencies, Boards and Organizations comprising of the Administrative Entity, from any and all claims, demands and liabilities, whether in law or equity, in connection with this Agreement.

2.15 CONTRACTOR is required to maintain the current telephone numbers and addresses of all participants including completers, non-completers and early exits, for a minimum of nine months after exit from the program. CONTRACTOR's compliance with the follow-up procedure after the expiration of the Agreement is a condition of reimbursement.

2.16 CONTRACTOR further acknowledges that the fiscal obligation owing to the CONTRACTOR is limited to funds allocated and received under the Workforce Investment Act or the Blue Collar Job Development Act unless otherwise specifically stated in the Agreement. In the event that funding is lost or reduced under the statutes referenced above, the CONTRACTOR acknowledges that CONTRACTOR's funding may be reduced accordingly.

3. Responsibilities of Contractor

3.1 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR, its contractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards. CONTRACTOR acknowledges that every Agreement under the Workforce Investment Act or the Blue Collar Job Development Act has performance measures and Agreement goals, the attainment of which is a condition for continued funding for such programs. Agreement goals are summarized for the convenience of the party and made part of this agreement. Goals focus upon the achievement of the participants' receipt of diplomas, certificates, credentials, skills, employment, and employment retention. All goals are expected to be achieved and maintained following the end of the program or retained by the participants following exit from the program. CONTRACTOR is expected to achieve these goals unless modified. These performance goals will be reviewed at least quarterly.

3.2 CONTRACTOR acknowledges that the performance measures established in the Agreement goal summary are calculated by dividing the number of participants that meet the goal definition by the total possible attainments for that goal. Possible attainments will be defined based on the performance calculation methodologies specified by the United States Department of Labor. Rate of outcome retention and rate of outcome maintained after exit, will be calculated by dividing the number of participants by the number of exits.

3.3 CONTRACTOR agrees to participate in training sessions offered by the Administrative Entity to educate or instruct CONTRACTOR's staff on the policies, procedures, or other

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practices relative to carrying out the services promised under the program and in fulfilling its Agreement obligations herein. CONTRACTOR is responsible for understanding all eligibility admission criteria, results/learning procedures, MIS reporting requirements, education achievements, employment services, summer employment opportunity programs, and any required follow-up services provided for program participants.

3.4 CONTRACTOR may not use funds received through this Agreement as inducements to employers to hire participants trained under the Agreement. It is further agreed that CONTRACTOR may not provide inducements of any kind, financial or otherwise, to induce employers to hire participants under this program. Such a violation would be a material breach of the terms and condition of this Agreement.

3.5 CONTRACTOR is expected to design training programs in conjunction with registered apprenticeship programs and standards, to the extent possible and where applicable.

3.6 CONTRACTOR shall endeavor to afford participants with adequate orientation, assessment, evaluation and placement for the success of both participants and the program. CONTRACTOR agrees to cooperate with the program and financial monitoring by the Administrative Entity, including but not limited to monitoring for compliance, quality and scope of training, timely and accurate documentation and submissions, achievements of performance goals, service to the targeted population, and the adequacy of performance documentation.

3.7 CONTRACTOR agrees to notify the Administrative Entity of any planned media interviews, publicity or publications, and to forward copies of such program advertisements to the office of the Delaware Workforce Investment Board whenever possible. CONTRACTOR should identify the Delaware Workforce Investment Board as the funding source, and reference equal opportunity/program in all advertisements whenever possible and appropriate.

3.8 CONTRACTOR shall furnish to Administrative Entity's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.9 CONTRACTOR agrees that its officers and employees will cooperate with Administrative Entity in the performance of services under this Agreement and will be available for consultation with Administrative Entity at such reasonable times with advance notice as to not conflict with their other responsibilities. CONTRACTOR agrees to conduct its operations under the standard of conduct which promotes and maintains the public trust and avoids favoritism, partiality and improper transactions. CONTRACTOR will avoid any and all situations that suggest prejudice, bias, special interest or personal gain.

3.10 CONTRACTOR 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 Administrative Entity or any other political subdivision.

3.11 CONTRACTOR will not use Administrative Entity's name, either express or implied, in any of its advertising or sales materials without Administrative Entity's express written consent.

3.12 The rights and remedies of Administrative Entity provided for in this Agreement are in addition to any other rights and remedies provided by law.

3.13 CONTRACTOR agrees to provide matching funds, if required pursuant to the Workforce Investment Act, as amended, and assure that the source documentation exists to support such costs and that it is auditable. Records for matching funds are subject to the record retention requirements in 20 C.F.R. 620.35.

3.14 CONTRACTOR agrees to request in writing, approval from the Administrative Entity

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before purchasing any equipment or furniture with a unit price value of \$1,000 or more, not listed and specifically approved within the Agreement budget. If approved by the Administrative Entity the CONTRACTOR shall provide a copy of the purchase invoice to the Administrative Entity after such purchase. In addition, a copy of the purchase invoice will be submitted for any purchase with a unit price value of \$1,000 or more even when the item purchased is specified in the approved Agreement budget. Records for expendable property shall be retained for a period of three (3) years after final disposition of the property.

3.15 The maintenance and servicing of computers, printers, monitors, and other computer-related hardware is the sole responsibility of the CONTRACTOR. This applies to all such hardware, even if such hardware is loaned, purchased, leased or otherwise obtained from the Administrative Entity.

3.16 CONTRACTOR agrees that in administering this Agreement, it will comply with the standards of conduct, hereinafter specified, for maintaining the integrity of the project and avoiding any conflict of interest in its administration.

3.16.1.1 CONTRACTOR shall take every reasonable course of action in order to maintain integrity of this expenditure of public funds to avoid any favoritism or questionable or improper conduct. This Agreement will be administered in an impartial manner, free from personal, financial or political gain. CONTRACTOR, its executive staff and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

3.16.1.2 No relative by blood, adoption, or marriage of any executive employee of CONTRACTOR shall receive favorable treatment or enrollment into services provided by or employment with CONTRACTOR. CONTRACTOR shall also avoid entering into any agreements for services with a relative by blood¹, adoption or marriage. When it is in the public interest for CONTRACTOR to conduct business (only for the purpose of services to be provided) with a relative into an agreement. All correspondence shall be kept on file and available for monitoring and audit reviews.

3.16.1.3 Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid favorable treatment being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR, a permanent record of the transaction will be

¹ For the purposes of this Agreement, "relative by blood, adoption or marriage" shall include: wife, husband, son, daughter, mother, father, brother, brother-in-law, aunt, uncle, sister, sister-in-law, niece, nephew, stepparent and stepchild.

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retained.

3.16.1.4 An executive, officer, agent, representative, or employee of CONTRACTOR will not solicit or accept money or any other consideration from a third person or entity for the performance of an act reimbursed in whole or in part by the CONTRACTOR.

3.17 CONTRACTOR agrees that the Administrative Entity and/or the parties comprising of the Administrative Entity and their duly authorized representative will, until three (3) years after the close out of this Agreement, or if an audit has begun until the audit is finally resolved, have access to and the right to examine any pertinent books, documents, papers, and other records and accounts directly related to this Agreement.

3.18 If the CONTRACTOR plans to cease operations or actually ceases operation or transports program records to a location other than the training site, the CONTRACTOR shall notify the Administrative Entity at least thirty (30) days in advance and shall offer to transfer records to the Administrative Entity. Notice shall include: (1) an inventory of records affected; (2) the planned date of closure or transfer; (3) the location to which records will be transferred; and (4) the name, telephone number, and address of the CONTRACTOR'S representative.

3.19 CONTRACTOR agrees to adhere to the Administrative Entity's Policies and Procedures as defined by the Administrative Entity's CONTRACTOR Procedure Guide which may be modified from time to time as deemed necessary by the Administrative Entity.

4. Conditions, Definitions, Goals and Payments

4.1 A project schedule (Projected Quarterly Milestones) is included in Appendix E.

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

4.3 The Performance Payment Schedule is included in Appendix C

4.4 In the event that CONTRACTOR 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 Administrative Entity, 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, Administrative Entity shall request reimbursement of the payment set forth in Appendix C and I.

4.5 The Performance Goals, Supplemental Conditions and Definitions are included in Appendix D.

4.6 The Budget Summary is included in Appendix I.

5 Administrative Entity Responsibilities

5.1 In connection with CONTRACTOR's provision of the Services, Administrative Entity shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

5.2 Administrative Entity agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Agreement and will be available for

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consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

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

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

5.5 Administrative Entity has authority to implement procedures and protocols for the effective and efficient administration of the monetary and program responsibilities:

5.5.1 The Administrative Entity shall disburse funds in accordance with the payment provisions set forth in the funding source summary and monthly budgetary expenses expressed as line item categories included as Appendix I. The funding source summary is included as an Appendix F in this Agreement

5.5.2 The Administrative Entity has the authority to conduct audits and inspections at any time during normal business hours and as often as the Administrative Entity deems necessary. The CONTRACTOR shall make available all records with respect to matters covered by this Agreement to auditors or officials of the State of Delaware or the United States Government and to permit such officials to review and copy documents related to the operations of the program, including but not limited to, invoices, materials, payrolls, personnel records, and any document related to conditions of employment or reimbursement submissions by the CONTRACTOR.

5.5.3 The distribution of funds by the Administrative Entity is on a cost reimbursement basis. The disbursement is triggered by the timely submission of CONTRACTOR's monthly financial report of expenses incurred in connection with the administration of the program which is the subject of this award. Completed financial reports should be submitted within twelve days of the close of the reporting period. If financial reports should be submitted timely received, disbursement shall issue within thirty (30) days of its receipt. If financial reports are incomplete, the Administrative Entity has discretion to reimburse for those expenses identified and sufficiently completed to warrant a partial disbursement and withhold funds that require further documentation or additional information.

Cost Reimbursement - The disbursement is triggered by the timely submission of CONTRACTOR's monthly financial report of expenses incurred in connection with the administration of the program which is the subject of this award. Completed financial reports should be submitted within twelve days of the close of the reporting period. If financial reports should be submitted timely received, disbursement shall issue within thirty (30) days of its receipt. If financial reports are incomplete, the Administrative Entity has discretion to reimburse for those expenses identified and sufficiently

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completed to warrant a partial disbursement and withhold funds that require further documentation or additional information.

Performance Payments - The disbursement is triggered by the query of the data submitted by the CONTRACTOR and entered into the DOL Management Information System consistent with DOL policy. Queries are completed on approximately the 20th day of each month and payments are issued within 30 days.

5.5.4 Any dispute or controversy between the Administrative Entity and the CONTRACTOR regarding the disbursement of the funds or the withholding of funds, the CONTRACTOR may request a review of the issue by the Appeals Complaint Procedure adopted by the Delaware Workforce Investment Board which is incorporated hereinto by reference.

5.5.5 The Delaware Workforce Investment Board specifically represents:

- 5.5.5.1.1 The Workforce Investment Board agrees to continue its statewide plan for developing Delaware's workforce through funding programs for education, training and related services. It further agrees to create strategic plans for developing a statewide workforce investment system and statewide labor market information system.
- 5.5.5.1.2 The Workforce Investment Board researches and reviews the specific needs of Delaware's business community and the corresponding concerns facing Delaware's workforce. It is responsible for determining what programs should receive funding and the amount of the appropriations. In its capacity to award funding to program providers, it is similarly authorized to terminate funding under the provisions set forth in this Agreement.

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

5.7 CONTRACTOR will not be responsible for accuracy of information or data supplied by Administrative Entity or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

5.8 Administrative Entity agrees not to use CONTRACTOR's name, either express or implied, in any of its advertising or sales materials. CONTRACTOR 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 CONTRACTOR for Administrative Entity relating to the services to be performed hereunder shall become the property of Administrative

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Entity and shall be delivered to Administrative Entity's designated representative upon completion or termination of this Agreement, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by Administrative Entity. Administrative Entity shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 CONTRACTOR 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 Administrative Entity's rights to the materials, information and documents developed in performing the project. Upon final payment, Administrative Entity 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 CONTRACTOR retains title, whether individually by CONTRACTOR or jointly with Administrative Entity. Any and all source code developed in connection with the services provided will be provided to Administrative Entity, 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 CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of CONTRACTOR 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. Administrative Entity'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 - CONTRACTOR

8.1 CONTRACTOR warrants that it is a corporation or organization that is duly organized, validly existing and in good standing under the laws of the State.

8.2 CONTRACTOR warrants that it has full power and authority to enter into, execute, deliver and perform the services set forth in this Agreement in accordance with its terms and to conduct its activities in the State as they are now being conducted and as they are contemplated

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in connection with the program under consideration herein.

8.3 The individual(s) executing this Agreement on behalf of the CONTRACTOR has, or have, been duly authorized to execute this Agreement and has, or have, the legal capacity to do so.

8.4 This Agreement constitutes a legal, valid, and binding agreement of the CONTRACTOR, enforceable against the CONTRACTOR in accordance with its terms.

8.5 The observance and performance by the CONTRACTOR of its obligations hereunder will not violate or conflict with the Articles of Incorporation or any by-laws of the corporation, any material provision of any other agreement or judgment to which the CONTRACTOR is a party, or of the laws of the State of Delaware or the United States.

8.6 All notices shall be given in writing by certified or registered mail, return receipt requested, private courier, or facsimile to the CONTRACTOR at the address below:

{Agency's Name, Agency's Address, City, Delaware 19xxx}.

8.7 No fees, promises, solicitation or lobbying have been initiated by the CONTRACTOR to secure this award. CONTRACTOR has not engaged in improper solicitation or payment of fees as any part of a lobbying effort to secure this award. CONTRACTOR has not employed or retained any company or person, working primarily for CONTRACTOR to solicit or secure this Agreement by improperly influencing any member of the Administrative Entity or any of its employees. CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement. CONTRACTOR's executed certification is hereby attached as Appendix G.

8.8 CONTRACTOR has not been debarred, suspended, excluded from, or declared ineligible for federal or state assistant programs or activities. CONTRACTOR's executed certification is hereby attached as Appendix H.

8.9 CONTRACTOR assures that it will fully comply with the nondiscrimination and equal opportunity provisions of Section 188 of the Workforce Investment Act of 1998, Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 as amended, Title IX of the Education Amendments of 1972, as amended and that it will comply with 29 CFR Part 37 and all other regulations implementing these laws. CONTRACTOR'S executed certification is hereby attached as Appendix J.

8.10 All authorization, consent, and approvals of government bodies or agencies required in connection with the execution and delivery of this Agreement has been obtained and all such authorizations, consent and approvals required in connection with the performance of CONTRACTOR'S obligations hereunder have or will be obtained. CONTRACTOR possesses a valid Delaware Business License if required. CONTRACTOR'S federal taxpayer identification number (FIN)/employer identification number (EIN) is {xx-xxxxxxx}.

8.11 CONTRACTOR understands that the Delaware Workforce Investment Board's funding is governed by federal laws and regulations. CONTRACTOR accepts the responsibility for full compliance with all federal statutes, rules, regulations and policies applicable to the receipt of such funding. Unless otherwise specifically stated in this Agreement, funds granted under the terms and conditions herein, are Workforce Investment Board funds from the United States government and not the State of Delaware or its designated Administrative Entity.

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8.12 All representations made by the CONTRACTOR shall survive the termination or cancellation of this Agreement, until the expiration of the applicable statute of limitations, if any.

9. Warranty – Administrative Entity

The Administrative Entity is a cooperative effort whose authority is derived from the Governor and the Delaware Department of Labor and acknowledged as the program administrator by the Delaware Workforce Investment Board.

The Administrative Entity has full power and authority to enter into, execute, deliver and perform this Agreement in accordance with its terms.

The person(s) executing this Agreement on behalf of the Administrative Entity are duly authorized and have legal capacity to do so.

This Agreement constitutes a legal, binding and valid agreement between the Administrative Entity and the CONTRACTOR, and is enforceable in accordance with its terms.

The observance and performance by the Administrative Entity of its obligations hereunder will not violate or conflict with any provision(s) of the law of the State of Delaware or the United States.

10. Indemnification; Limitation of Liability

10.1 CONTRACTOR shall indemnify, and hold harmless the Administrative Entity, the Delaware Workforce Investment Board and 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) arising out of (A) the CONTRACTOR'S duty, debt or obligations to employee(s), vendor(s), CONTRACTOR(s) for any act or omission by the CONTRACTOR under its duty and obligations to employee(s), vendor(s), or contractor or debt(s) for labor and material(s) ordered by CONTRACTOR for or on account of services to be performed hereunder; or (B) negligence or other wrongful conduct of the CONTRACTOR, its agents or employees, or (C) CONTRACTOR's breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A), (B) or (C) that

(i) CONTRACTOR shall have been notified promptly in writing by Administrative Entity of any notice of such claim; and

(ii) CONTRACTOR shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

11. Employees.

11.1 CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR

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in the performance of the services hereunder.

11.2 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 11.2, "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.

12. Independent CONTRACTOR

12.1 It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent or employee of Administrative Entity and shall furnish such services in its own manner and method except as required by this Agreement. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and save Administrative Entity 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.

12.2 CONTRACTOR acknowledges that CONTRACTOR and any contractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of Administrative Entity, and that they shall not be entitled to any of the benefits or rights afforded employees of Administrative Entity, 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. Administrative Entity will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of Administrative Entity or any of its officers, employees or other agents.

12.3 CONTRACTOR shall be responsible for providing liability insurance for its personnel.

12.4 As an independent CONTRACTOR, CONTRACTOR has no authority to bind or commit Administrative Entity. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose.

13. Termination

13.1 Duration: Unless the Agreement is terminated for cause, convenience, funding out, or by mutual agreement, the terms and conditions contained herein are for one (1) year, commencing on the 1st of July, 2014 and ending on the 30th of June 2015. Upon expiration, all obligations cease to accrue. Payments to the CONTRACTOR shall continue under the payment procedures established by the Administrative Entity during the close out period. The Administrative Entity will issue a closeout report within one hundred twenty (120) days of the expiration date of this contract. Any requests for payments after the issuance of the closeout report by the Administrative Entity or beyond the 120th day post expiration will be denied as untimely.

13.2 Termination and Notification Process. This Agreement may be terminated by the

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expiration of its terms as set forth in Section 13.1 above or for cause, convenience, funding out and by mutual agreement.

13.2.1 Termination for Cause. The Delaware Workforce Investment Board reserves the right to terminate this contract upon CONTRACTOR'S material breach of any covenant, agreement, stipulation, or terms and conditions of the contract which impacts the CONTRACTOR'S ability to perform its obligations in a timely and proper manner. Any CONTRACTOR that violated federal or state law, including labor laws, tax laws, laws related to the Workforce Investment Act or the Blue Collar Job Development Act, or corresponding federal or state regulations, rules or policies which ultimately impact the CONTRACTOR'S ability to fulfill its obligations in a timely or proper manner, is in material breach of this contract and subject to termination for cause. If it is apparent that the CONTRACTOR cannot perform its obligations under the contract in a timely and proper manner, failure to perform or an inability to perform is cause for termination at the election of the Administrative Entity.

13.2.1.1 The Executive Director, on behalf of the DWIB, is duly authorized by the Administrative Entity to issue a "notice of intent to terminate for cause" to the party and address provided by the CONTRACTOR herein. CONTRACTOR shall receive the notice at least five days prior to the intended date of termination. The notice shall specify the reasons for termination, the effective date of said termination, and the appeal process.

13.2.1.2 Upon termination for cause, all finished or unfinished documents, data, studies, surveys, assessments, training or outcome information or documentation, and/or reports prepared by the CONTRACTOR under the provisions of this Agreement shall become the property of the Administrative Entity. CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to the termination. Agreement termination for cause does not relieve CONTRACTOR of liability for damages resulting from its breach. The Administrative Entity may withhold payments as an off-set for damages attributable to CONTRACTOR's breach and for use by the Administrative Entity in attempting to mitigate the damages by transitioning the participants to alternative programs.

13.2.2 Termination for Convenience. If the Administrative Entity determines that the performance of work under the Agreement is no longer in the interest of the service delivery area of the Delaware workforce, the Agreement may be terminated for convenience upon written notice of termination to CONTRACTOR. The notice of termination shall specify the extent to which performance of work under the Agreement is terminated and the date upon which such termination shall become effective. In no instance shall any effective date commence without at least ten (10) days notice from the date of actual receipt of

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such notice thereof.

13.2.2.1 Upon receipt of the notice of termination, the CONTRACTOR shall cancel outstanding commitments including the procurement of rental of materials, supplies, equipment, and miscellaneous items.

CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments including personal services that extend beyond the date of such termination and or the extent that they relate to the performance of any work terminated for convenience by such notice.

13.2.2.2 With respect to such cancellation necessitated by the termination for convenience, the CONTRACTOR agrees to use its best effort to mitigate the damages, settle outstanding obligations, claims and liabilities arising from or related to the cancellation of commitments. If settlement is not possible through the CONTRACTOR'S due diligence, the CONTRACTOR agrees to assign to the Administrative Entity the right to settle or pay any or all claims arising out of the termination for convenience and associated cancellation of such orders.

13.2.3 Funding Out. Funding under this Agreement is contingent on the continuation, and availability of the funding under the Workforce Investment Act or the Blue Collar Job Development Act. Accordingly, if the funding or appropriations cease as a source of funding under the statutes referenced above, or are exhausted based upon previously available funds or appropriations, the contract will terminate due to lack of funding. In such circumstances, the Administrative Entity shall terminate this Agreement by giving CONTRACTOR written notice of such unavailability of funds. All payment obligations of the Administrative Entity will cease upon the date of termination specified in such notice. In no instance shall any effective date commence without at least ten (10) days notice from the date of actual receipt of such notice thereof.

13.2.4 Mutual Agreement. If the parties determine that it is mutually in their best interest to terminate the Agreement, they may execute a written stipulation to terminate the Agreement. A mutual stipulation to terminate under the signatures of the parties first designated herein, or authorized delegates, will become final as to all aspects of the Agreement, except with respect to the provision which set forth such sections will survive, with specificity any termination of this Agreement.

13.3 If for any reasons, or through any cause, CONTRACTOR fails to fulfill in timely and proper manner his obligations under the contract, or if CONTRACTOR violates any of the covenants, agreements or stipulations of the contract, or violates federal or state law, including labor laws, tax laws, laws related to the Workforce Investment Act or the Blue Collar Job Development Act, or corresponding federal or state regulations or policies, the Administrative Entity shall thereupon have the right to terminate the contract by giving written notice to

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CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) 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 CONTRACTOR under the contract shall, at the option of the Administrative Entity, become its property, and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is useable to the State of Delaware.

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

13.5 The rights and remedies of the Administrative Entity and CONTRACTOR 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 Administrative Entity may, by written notice to CONTRACTOR, terminate this Agreement if it is found after notice and hearing by Administrative Entity that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of Administrative Entity 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, Administrative Entity shall be entitled to pursue the same remedies against CONTRACTOR it could pursue in the event of a breach of this Agreement by CONTRACTOR.

13.6.3 The rights and remedies of Administrative Entity 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.

13.7 All representations made by the CONTRACTOR shall survive the termination or cancellation of this Agreement, until the expiration of the applicable statute of limitation, if any.

14. Severability

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

15. Assignment; Subcontracts

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

15.2 Services specified by this Agreement shall not be subcontracted by CONTRACTOR, without prior written approval of Administrative Entity.

15.3 Approval by Administrative Entity of CONTRACTOR's request to subcontract or acceptance of or payment for subcontracted work by Administrative Entity shall not in any way relieve CONTRACTOR of responsibility for adherence to this Agreement. All CONTRACTORS shall adhere to all applicable provisions of this Agreement.

15.4 CONTRACTOR shall be and remain liable for all damages to Administrative Entity caused by negligent performance or non-performance of work under this Agreement by CONTRACTOR, its contractor or its sub-contractor.

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 Delaware Workforce Investment Board's funding which is governed by federal law and regulations. CONTRACTOR accepts the responsibility for full compliance with all federal statutes, rules, regulations and policies applicable to the receipt of such funding. Unless otherwise specifically stated in this Agreement, funds granted under the terms and conditions herein, are Workforce Investment Board funds from the United States government and not the State of Delaware or its designated Administrative Entity.

17.2 Funding under this Agreement is contingent upon the continuation, and availability of the funding under the Workforce Investment Act or the Blue Collar Job Development Act. If the funding or appropriations cease as a source of funding under these statutes, or are exhausted based upon previously available funds or appropriations, the contract will terminate due to lack of funding. In such circumstances, the Administrative Entity shall terminate the Agreement by giving CONTRACTOR written notice of such unavailability of funds. All payment obligations of the Administrative Entity will cease upon the date of termination specified in the written notice. In no instance shall any effective date of termination commence without at least ten (10) days notice from the date of actual receipt of such notice.

18. State of Delaware Business License

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CONTRACTOR and all CONTRACTORS represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

CONTRACTOR'S federal taxpayer identification number (FIN)/employer identification number (EIN) is {xx-xxxxxxx}.

19. Complete Agreement.

19.1 This agreement, its Appendices shall constitute the entire agreement between Administrative Entity and CONTRACTOR with respect to the subject matter of this Agreement and shall not be modified or changed without the expressed 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 CONTRACTOR may not order any product requiring a purchase order prior to Administrative Entity'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, CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such

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interest shall be employed.

20.5 CONTRACTOR acknowledges that Administrative Entity has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR shall not discriminate against any participant, enrollee, employee, or applicant because of race, color, religion, sex, national origin, age, disability, political affiliation or belief and for beneficiaries of Workforce Investment Act (“WIA”) only – citizenship, or participation in WIA.

CONTRACTOR shall insure that participation in programs and activities under this Agreement shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugees and parolees, and other individuals authorized by the Attorney General to work in the United States pursuant to provisions of the WIA. CONTRACTOR 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, Administrative Entity may declare CONTRACTOR in breach of the Agreement, terminate the Agreement, and designate CONTRACTOR as non-responsible.

20.6 CONTRACTOR 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. CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working for CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement. CONTRACTOR’S executed certification is hereby attached as Appendix G. For breach or violation of this warranty, Administrative Entity shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

20.7 CONTRACTOR has not been debarred, suspended, excluded from, or declared ineligible for federal or state assistant programs or activities. CONTRACTOR’S executed certification is hereby attached as Appendix H.

20.8 All authorization, consent and approvals of government bodies or agencies required in connection with the execution and delivery of this Agreement has been obtained and all such authorizations, consent, and approvals required in connection with the performance of CONTRACTOR’S obligations hereunder have or will be obtained.

20.9 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.

20.10 CONTRACTOR shall avoid business dealings or transactions with close family relatives or friends which may cause or create the appearance of impropriety or conflict with its duty to maintain the public trust.

20.11 CONTRACTOR shall avoid situations which give rise to the appearance or create a conflict of economic interest. CONTRACTOR shall avoid situations that may suggest improper solicitation, bribing, personal gain or kickbacks resulting from activities related to the funding award herein. All contract funding is to be used solely for the purposes allowed under the contract.

20.12 CONTRACTOR shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the

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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 Administrative Entity may inspect or audit CONTRACTOR's performance and records pertaining to this Agreement at the CONTRACTOR business office during normal business hours.

21. Insurance

21.1 Accident Insurance: CONTRACTOR shall provide accident insurance that shall cover participants in the programs (e.g., classroom training) who are not covered by workers' compensation insurance because participants are not bona fide employees of the CONTRACTOR. Accident insurance shall cover participants injured in the course and scope of the program activities. CONTRACTOR's policy shall minimally provide for the payment of medical expenses for program related injuries sustained therein. CONTRACTOR shall provide forty-five (45) days written notice of cancellation or material change of any applicable insurance policy.

21.2 Bonding: CONTRACTOR agrees to provide to the Administrative Entity a Performance Surety Bond in the amount of Ten Thousand Dollars (\$10,000) or thirty percent (30%) of the base amount of the contract whichever is higher, for the entire period of the contract. CONTRACTOR shall notify the Administrative Entity if the bond is cancelled.

21.3 Proof of Insurance: Before any work is done pursuant to this Agreement, a Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be provided to the Administrative Entity.

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

21.5 STATE ENTITIES:

21.5.1.1 CONTRACTOR warrants that it is a State Agency, self-insured and that it is able to pay any obligation that it incurs under the terms of this Agreement including any liability that may arise from the performance of this Agreement. Additionally, CONTRACTOR shall ensure that all participants receiving wages during training are covered by Workers' Compensation Insurance.

21.5.1.2 CONTRACTOR shall provide assurances of coverage either through self-insurance or general liability insurance plan for training related injuries to participants, to the extent that this coverage is not available under a Workers' Compensation state policy or plan. If the State CONTRACTOR uses motor vehicles in conducting its activities under this Agreement, CONTRACTOR warrants that it is self-insured and able to pay any obligation that it incurs for bodily injury and property damage arising through the use of said vehicle.

21.6 Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign or official immunity of the State, which immunity is hereby reserved to the State, its agencies and officials.

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22. Assignment of Antitrust Claims

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

23. 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. CONTRACTOR consents to jurisdiction and venue in the United States District Court for the District of Delaware or the courts of the State of Delaware in New Castle County.

24. 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:

TO DELAWARE: Delaware Workforce Investment Board
c/o Executive Director
Post Office Box 9828
4425 North Market Street
Wilmington, DE 19809-0828

and

Delaware Department of Labor
Division of Employment and Training
c/o Director Division of Employment and Training
Post Office Box 9828
4425 North Market Street
Wilmington, DE 19809-0828

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TO CONTRACTOR:

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

**STATE OF DELAWARE
DEPARTMENT OF LABOR**

Witness

Signature: _____

Name: Thomas M. Smith

Title: Director

Date: _____ Date: _____

CONTRACTOR NAME

Witness

Signature: _____

Name: _____

Title: _____

Date: _____ Date: _____

DELAWARE WORKFORCE INVESTMENT BOARD

Witness

Signature: _____

Name: Gwendolyn Jones

Title: Director

Date: _____ Date: _____

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Appendices

Appendix A – Request for Proposal

Appendix B – Target Question 4 (revised in accordance with funding)

Appendix C – Payment Schedule – **N/A for Youth Contractors**

Appendix D – Performance Goals, Supplemental Conditions and Definitions

Appendix E – Projected Quarterly Milestones (revised in accordance with funding)

Appendix F – Funding Source Summary

Appendix G – Certification Regarding Lobbying

Appendix H – Certification Regarding Debarment, Suspension, and other Responsibility Matters

Appendix I – Cost Reimbursement Budget Summary

Appendix J – EO Assurance