**Kansas Board of Regents**

**Adult Education**

Request for Proposals (RFP)

July 1, 2017 – June 30, 2020

**Due Date: March 15, 2017**

##  Part 1: Application Cover Sheet

|  |
| --- |
| **Organization Information** |
| Legal Name of Applicant (Organization Name): |  |
| Address with zip code + 4: |  |
| Phone Number & Email: |  |
| Federal DUNS Number: |  |
| **Identified Official with Authority to Sign** |
| Name and Title: |  |
| Address with zip code + 4: |  |
| Phone Number & Email: |  |
| **Program Contact Information** |
| Name and Title: |  |
| Address: |  |
| Phone Number & Email: |  |
| **Business Manager/Finance Contact Information** |
| Name: |  |
| Address: |  |
| Phone Number & Email: |  |
| Are you a nonprofit organization reporting as a 501(c)(3)? Yes [ ]  No [ ]  |

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

Authorized Administrator – Original Signature

**STATE USE ONLY – DO NOT WRITE BELOW THIS LINE**

\_\_\_\_\_\_\_\_\_\_\_ Approved Grant Award Amount

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

Kansas State Director for Adult Education

## Part 2: Provider(s)

|  |  |
| --- | --- |
| **Indicate the fiscal agent for your application:** |  |
| If this application represents a consortium of providers, identify all members. |
| **Provider Name(s)** |
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |
| 5. |  |
| 6. |  |
| 7. |  |
| 8. |  |
| 9. |  |
| 10. |  |

Add additional lines, where necessary.

|  |
| --- |
| **Indicate the Counties where Adult Education Services Will Be Provided** |
|  **County**  | **Local Area** | **Adult Education Services (indicate number)** |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |
| 4. |  |  |  |
| 5. |  |  |  |
| 6. |  |  |  |
| 7. |  |  |  |
| 8. |  |  |  |
| 9. |  |  |  |
| 10. |  |  |  |

Add additional lines, where necessary.

#### ADULT EDUCATION ALLOWABLE ACTIVITIES:

In accordance with WIOA Title II (Sec. 231), required local activities include one or more of the following categories:

1. Adult education;
2. Literacy;
3. Workplace adult education and literacy activities;
4. Family literacy activities;
5. English language acquisition activities;
6. Integrated English literacy and civics education;
7. Workforce preparation activities; or
8. Integrated education and training that—
	1. Provides adult education and literacy activities, concurrently and contextually with both, workforce preparation activities, and workforce training for a specific occupation or occupational cluster, and
	2. Is for the purpose of educational and career advancement.

## Part 3: Application Narrative

Each application must include a narrative component in this document that includes the following sections:

## Section 1: Executive Summary (Maximum 2 Pages)

This component of the application should briefly describe the proposed Adult Education (AE) program, including:

1. Geographic area of service, or special population(s) served
2. Brief overview of current services, student population and key initiatives or partnerships
3. Brief overview of planned services, student population and key initiatives or partnerships

## Section 2: Need and Target Populations (Maximum 2 Pages) 231 (e)(1)(13)

Identify the targeted group(s) who will benefit from the program activities along with how the need was determined. Include the following:

1. Specific data about the targeted population(s) benefiting from the program, noting how the program intends to serve those most in need, including individuals with low levels of literacy and English language learners.
2. Evidence of need for English language acquisition and civics education programming, and how the program will offer, design and deliver activities to meet those needs.

## Section 3: Provider Educational Capacity (Maximum 4 Pages) 231 (e)(2)(3)(9)

Describe your agency’s capacity for and commitment to administering high quality Adult Education services. Provide the following:

1. Evidence of the organization’s past effectiveness and current capacity in improving the literacy of and outcomes for eligible adults, including English language learners, individuals with low levels of literacy, and adults with disabilities, including learning disabilities. Example indicators could include educational level gains, educational outcomes, diploma attainment, postsecondary placement, certification/credential completion, job placement, etc.
2. Indication of how staff, including instructors, counselors, administrators and volunteers, meet minimum qualifications and how positions align to the Kansas Adult Education Practitioner Standards, where applicable.
3. Evidence that staff have access to high quality professional development, including through electronic means. Expand on “types/frequency” of professional development that will be available to staff.

## Section 4: Educational Quality (Maximum 5 Pages) 231 (e)(5)(6)(11)

Describe the educational services available through your program and clearly indicate how your program will provide the following:

1. Overview of activities and services proposed, including adult education, literacy, workplace adult education and literacy, family literacy, English Language Acquisition, Workforce preparation, Integrated Education and Training, and/or Integrated Education and Technology.
2. Provide sufficient intensity and quality to allow students to make substantial learning gains.
3. Align to best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice.
4. Use instructional practices that include the essential components of reading instruction.
5. Integrate the state’s content standards for Adult Education (state priority), which have been identified as the College and Career Readiness Standards for Adult Education (CCRS) and the Northstar Digital Literacy Standards, as evidenced by:
	1. Descriptions of staff training on each set of content standards
	2. Multi-year content standards implementation plan, and
	3. Examples of how the program’s curriculum and instruction are based on the state’s Adult Education content standards.

## Section 5: Collaboration and Contextualization (Maximum 5 Pages) 231 (e)(1)(4)(8)(10)

Describe how your program collaborates with other entities, aligns to regional needs and provides contextualized instruction. Include the following:

1. Evidence of alignment to local or regional needs as outlined by local workforce boards and/or partners in the workforce development plans, including how applicant will promote concurrent enrollment with Title I programs.
2. Evidence of alignment between activities and strategy/goals of local one-stop partners.
3. Description of Adult Education activities that offer contextualized learning opportunities, including integrated education and training allowing individuals to acquire skills needed to transition to and complete postsecondary education and training programs; obtain and advance in employment leading to economic self-sufficiency; and to exercise the rights and responsibilities of citizenship.
4. Description of the organization’s career pathway programming, including past experience and ongoing activities (state priority).
5. Description of how programming is designed in coordination and collaboration with other educational, training, and social service resources in the community. Partner entities could include postsecondary educational institutions, institutions of higher education, local workforce development boards, one-stop centers, job training programs, social service agencies, business, industry, labor organizations, community-based organizations, nonprofit organizations, and intermediaries.

## Section 6: Program Resources (Maximum 5 Pages) 231 (e)(7)(11)

Describe the resources that enhance students’ capacity to access and succeed in available programming, including technology resources and flexible programming. Indicate the following:

1. Description of the use of technology, including distance learning, to enhance programming and increase the quality of learning, and how such technology, systems and services lead to improved student performance.
2. Description of the program’s flexible schedules and coordination with federal, state, and local support services (such as child care, transportation, mental health services, and career planning) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend, make progress and complete programs.
3. Assurance of the use of the state Adult Education database (PABLO), which collects and reports measurable participant outcomes and monitors program performance.
4. Capacity to continuously match federal funding with 50% or greater amounts of additional funding from state, local, organizational or other sources.
5. History of successful fiscal management procedures and audits.

**Section 7 (Optional): Integrated English Language and Civics Education (Maximum 5 Pages)** 243(2)(c)(1)(2)

If you wish to be considered for Integrated English Language and Civics Education funding, please indicate how you will:

1. Prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency.
2. Integrate with the local workforce development system and its functions to carry out the activities of the program.

## Part 4: Budget

Each application must include a budget detailing an estimated budget for federal, state and local funds. The budget should be completed on the Adult Education Basic Grant Budget Document provided and should include: the basic budget sheet, the federal and state basic budget detail sheet and the professional development federal budget detail sheet.

#### Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. DRUG-FREE WORKPLACE

 (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a

drug-free workplace through implementation of paragraphs

 (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant Place of Performance (Street address. city, county, state, zip code)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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Check [ ]  if there are workplaces on file that are not identified here.

DRDRUG-FREE WORKPLACE

(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as

defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

|  |
| --- |
| **Adult Education and Family Literacy Act Local Grant Program** |
| **Name of Applicant:** |  |
| **Name and Title of Authorized Representative:** |  |
| **Signature: Date:** |

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

D 80-001

State of Kansas

Department of Administration

DA-146a (Rev. 06-12)

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

 "The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

 The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2017\_\_\_\_.

 1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

 2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

 3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the chargeshereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

 4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

 5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

 Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

 The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

 6. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

 7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

 8. **Representative's Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

 9. **Responsibility For Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.