REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE

COMPENSATION, RETENTION AND EDUCATION AWARDS (CORE)

ISSUED BY DELAWARE OFFICE OF EARLY LEARNING

RFP # DOE – 2013-10 – Compensation, Retention and Education Awards (CORE)

December 21, 2012

Deadline to Respond: February 15, 2013, 3:00 p.m. Eastern Time

Pre-Bid Meeting: January 4, 2013, 1:30 p.m.
Office of Early Learning
Carvel Bldg., 5th Floor
820 N. French Street
Wilmington, DE 19801

Note: Attendance is encouraged but not required at the pre-bid meeting by organizations interested in bidding.

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ISSUED BY DELAWARE OFFICE OF EARLY LEARNING
RFP # DOE 2013-10 – Compensation, Retention and Education Awards (CORE)

I. Overview

The State of Delaware Department of Education, (DDOE) seeks proposals to create and coordinate the CORE Awards. The purpose of the Compensation, Retention and Education Awards is to stabilize the early childhood workforce and incentivize early childhood professionals to increase their formal education and credentials. Specific attention to creating a highly qualified and effective workforce will be paid to early childhood programs enrolled in Delaware Stars for Early Success, the quality rating and improvement system, with special attention to programs who serve high needs children. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Public Notice	Date:	December 21, 2012
Pre-Bid Meeting**	Date:	January 4, 2013
Cut-off Date for Questions:	Date:	January 10, 2013
Deadline for Receipt of Proposals	Date:	February 15, 2013, 3:00 p.m.
Notification of Award	Date:	March 15, 2013

**Pre-Bid Meeting: January 4, 2013, 1:30 p.m.

Office of Early Learning
Carvel Bldg., 5th Floor
820 N. French Street
Wilmington, DE 19801

Note: Attendance is encouraged but not required at the pre-bid meeting by organizations interested in bidding.

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

II. Scope of Services

The Compensation, Retention and Education Awards (CORE)

A. Introduction

The Office of Early Learning ("OEL"), established in 2012, leads Delaware's strategic priorities to improve its early learning and child development services and systems for young children. The focus is on systems building for early learning and child development services for children of high needs – including those who are low-income, children with disabilities and dual language learners – in order to improve children's outcomes and readiness for school. Significant resources to support this work are being provided to the State of Delaware through the Early Learning Challenge, a competitive initiative of the U.S. Departments of Education and Health and Human Services. The Compensation, Retention and Education Awards (CORE) are fully funded through the Challenge.

Delaware's approach to improving its early learning services and systems includes four goals and several strategies to support each goal, as noted below:

Goal 1: Expand Comprehensive Screening & Follow Up for Young Children
- Strategy 1: Engage health care providers to conduct more screenings
- Strategy 2: Link more families to follow-up services
- Strategy 3: Strengthen young child mental health services

Goal2: Expand Number of Stars Programs and High Needs Children in Stars
- Provide financial incentives for Stars programs serving high needs children
- Support programs moving through Stars
- Provide financial incentives for education and retention of Stars educators

Goal 3: Build Connections Between Early Learning and K-12 Schools
- Implement Early Learner Survey
- Create Early Learning Teams in high-needs communities to foster early childhood/K-12 links
- Link high school and college professional development for early learning educators

Goal 4: Sustain a Thriving Statewide Early Learning System
- Use data to inform quality improvement and sustainability
- Engage community leaders, including parents, as informed advocates for early learning
- Provide leadership for system development and sustainability

The Compensation, Retention and Education Awards (CORE) are part of Goal 2, expanding the number of Stars programs and high needs children in high performing Stars programs. Approximately 11,000 children are born in Delaware each year and 40% of these children are low-income. In addition to children at risk due to their family's limited income, Delaware has other children who have high needs, including those with developmental delays and disabilities, those who are dual language learners, those who are homeless, and those who are participating in the child welfare system.

To optimize the school and life success of Delaware's young children, we are seeking to create a system of high quality early learning programs through Delaware Stars and to assure that the programs serving high needs children are functioning at the highest level of Stars. A key component

to providing high quality early learning experiences is having a highly qualified, stable staff. This initiative addresses the workforce needs of programs that focus on serving Delaware's high needs children and participate in the Delaware Stars program.

There are approximately 450 licensed early care and education centers, 800 family child care and 80 large family child care programs in the state, employing approximately 8,000 early childhood professionals, with the capacity to reach more than 50,000 children in Delaware. All programs are licensed through the Department of Services for Children, Youth and Their Families, Division of Family Services, Office of Child Care Licensing and these programs are eligible to voluntarily participate in Delaware Stars.

Delaware Stars for Early Success is a Quality Rating and Improvement System (QRIS), which is a method used to assess, improve and communicate the level of quality in early learning (as well as school age child care) settings. Delaware Stars establishes quality standards for programs and provides technical assistance and limited financial support to programs involved in Stars as they engage in quality improvement efforts. Delaware Stars is designed as a voluntary system that expects programs to work on improving quality by moving up the Star Levels. There are a total of five Star levels. Star 5 is the level desired, particularly for programs serving high needs children. For an overview of the Stars standards, visit:
http://www.dieec.udel.edu/sites/dieec.udel.edu/files/pdfs/stars/ECE_Standards2-12REV7-18-12.pdf

As of October 15, 2012, the program participation in Delaware Stars is as follows:

Type of Care	Star 1	Star 2	Star 3	Star 4	Star 5
Early Care & Education Centers	29	95	12	45	18
Large Family Child Care	6	5	1	0	0
Family Child Care	29	30	6	1	1
Totals	64	130	19	46	19

B. Compensation, Retention and Education Awards (CORE) Overview

The Compensation, Retention and Education Awards (CORE Awards) focus on Stars programs at Star 2 and above that are engaged in enrolling and serving high needs children. To that end, we have identified the following seven areas of the state as the priority areas for investments from the Compensation, Retention and Education Awards (CORE); see Attachment A: Maps:

- Wilmington River Area
- Center City Wilmington
- Western Wilmington
- Southern Kent and Northern Sussex
- Eastern Sussex
- Georgetown Area
- Southern Dover
- Western Sussex

The purpose of this project is to provide financial incentives to reward, attract and retain highly qualified educators in programs participating in Delaware Stars. Research shows that teachers and leaders have a significant impact on the children's experience and their learning. Education is a critical factor for teachers and leaders. Using the Delaware Early Childhood Career Lattice, http://www.dieec.udel.edu/sites/dieec.udel.edu/files/pdfs/early_childhood_professionals/Career%20Lattice%20Chart%20May%202012%20Final.pdf there will be three types of CORE Awards, all of them available to individuals and/or programs at Star 2 and above:

1. Educational Attainment: these annual awards will be available to qualified members of the early childhood workforce who reach certain Steps on the Career Lattice. The awards will be time limited and each applicant must demonstrate continued progress toward additional education attainment. These awards are also available to qualified members of the early childhood workforce who attain an early childhood credential, http://www.dieec.udel.edu/early-childhood-credentials , at Step 4 or higher, up to a maximum of two credentials per person. These awards will be available to early educators who are working with infants, toddlers and/or preschoolers within Delaware Stars, at Star 2 and above. These awards will begin in 2013 with the expectation that all qualified early childhood professionals receiving a baseline award. OEL anticipates approximately 2,000 early childhood professional will receive these awards in 2013.

2. Retention: these annual awards will be available to highly qualified teachers who are employed by a licensed early care and education center, family child care or large family child care program enrolled in Delaware Stars, who retain their positions in the early childhood field. Highly qualified teachers are defined as curriculum coordinators at a Step 8 or higher on the Career Lattice; and assistant teachers, teachers and family/large family child care providers and staff at a Step 7 or higher on the Career Lattice, who have daily classroom responsibilities. These awards will be available to early educators who are working with infants, toddlers and/or preschoolers within Delaware Stars, at Star 2 and above. OEL anticipates approximately 500 early childhood professional will receive these awards in 2013.

3. Recruitment: these awards will be available to early childhood programs that recruit highly qualified teaching staff after six months of employment; and to the highly qualified teachers who maintain employment for up to six months at the same early childhood program. Highly qualified teachers are defined as curriculum coordinators at a Step 8 or higher on the Career Lattice; and assistant teachers, teachers and family/large family child care providers and staff at a Step 7 or higher on the Career Lattice, who have daily classroom responsibilities. These awards will be available to early educators who are working with infants, toddlers and/or preschoolers within Delaware Stars, at Star 2 and above and to the programs that hire them. These awards are distributed as applications are received and eligibility verified. OEL anticipates approximately 75 early childhood professional and programs will receive these awards in 2013, with a maximum of two Recruitment Awards per year.

In addition to managing the CORE Awards, career advisement will be provided to early childhood professionals and programs that will be applying for the awards and needing support to increase their education, achieve credentials, retain positions and recruit staff.

C. Scope of Work

In this request for proposal, the Office of Early Learning is seeking proposals to manage the Compensation, Retention and Education Awards (CORE). An organization will be selected to work in partnership with the Office of Early Learning to bring the program design from conceptualization to full and successful implementation. This will include marketing the CORE, soliciting applications, coordinating the application review process, providing technical assistance and managing the incentives awarded to early childhood professionals and programs.

1. Eligibility: the following individuals and types of programs will be eligible to apply for CORE Awards:
   - Early Childhood professionals who work with infants, toddlers and/or preschoolers, are currently employed by a licensed early childhood program, enrolled in Delaware

Stars at 2 or above, and are qualified through the Delaware Practitioner in Early Childhood (DPEC) qualifications system, with a designated step on the Career Lattice; and

- Licensed Early Care and Education Centers serving infants, toddlers and/or preschoolers within Delaware Stars, at 2 or above; or
- Licensed Family Child Care Programs serving children infants, toddlers and/or preschoolers within Delaware Stars, at 2 or above; or
- Licensed Large Family Child Care Programs serving infants, toddlers and/or preschoolers within Delaware Stars, at 2 or above.

2. Critical Parameters: :
   - CORE Awards will be available to those in Delaware Stars, at Star 2 and higher. Individuals participating must work with infants, toddlers and preschoolers, and programs participating in the Recruitment Awards must recruit individuals who teach infants, toddlers and/or preschoolers.
   - CORE Awards will give priority to individuals and programs serving high needs children through Purchase of Care.

D. Key Responsibilities

In this Request for Proposal, the Office of Early Learning is seeking an organization to manage the Compensation, Retention and Education Awards (CORE Awards). The successful organization will undertake these core responsibilities:

1. Create and implement an outreach and marketing plan for CORE Awards,
2. Design and implement the CORE Awards based on the priorities and the three distinct types of awards: Education, Retention and Recruitment,
3. Develop applications and solicit applicants for CORE Awards,
4. Provide technical assistance to eligible individuals and programs,
5. Provide quality assurance and monitor the initiative, and
6. Work in partnership with the Office of Early Learning and others to successfully implement CORE Awards.

1. Create and implement an outreach and marketing plan

The Contractor will create and implement an outreach and marketing plan to reach both individual eligible and potentially eligible early childhood professionals (ECP) and inform them about the opportunity for all the types of CORE awards. Likewise, the contractor will create and implement an outreach and marketing plan to reach programs who can benefit from the Recruitment Awards and to inform leaders about the early childhood professional CORE Awards so that they can promote them to their staff. As part of the outreach and marketing plan, the Contractor will work with the Office of Early Learning. It must develop and implement a plan that reaches out to all eligible early childhood professionals and programs through formal and informal groups; and it must leverage the existing early childhood system and structures to help with the outreach effort, including the individuals and organizations involved with the design and implementation of Stars along with the state's early childhood professional and supporting organizations. Some examples of these organizations are: the Delaware Institute for Excellence in Early Childhood (DIEEC), the Adult Education Vo Tech High Schools, Delaware Technical and Community College Corporate and Community Programs, all Delaware Colleges and Universities with early childhood degree programs and Delaware Association for the Education of Young Children.

It is expected that the Contractor will design and implement a comprehensive approach to outreach and marketing of the CORE awards.

The Contractor's outreach and marketing plan must also address the availability of its career advisement services.

2. Design and implement CORE Awards

The Contractor will develop and manage the financial incentives to eligible early childhood professionals and programs. All CORE Awards other than those for program recruitment will be awarded to individuals. This work includes attention to detail and timeliness in managing the financial award program, having efficient policies and procedures to solicit and process applications through acceptance and payment. To facilitate its work to solicit and support applications for the CORE Awards, the Contractor shall ensure that all early childhood professionals participating in CORE Awards are enrolled in the Delaware Practitioner in Early Childhood (DPEC) qualifications system, with a designated step on the Career Lattice. Other work includes but is not limited to developing application review process for eligible early childhood professionals and eligible early childhood programs; assisting eligible professionals and programs in the application process; developing and delivering quality assured professional development on career advisement, compensation eligibility and recruitment/retention strategies. The Contractor must develop and distribute Form 1099 at the end of each calendar year to all recipients of an education or retention incentive award.

The Contractor must also have an effective and efficient process in place for the career advisement services it will provide. These services should consist of onsite, phone, and/or email assistance within early childhood programs or on an individual basis.

As part of this work, the Contractor will distribute policy guidelines and related documents, developed in partnership with the Office of Early Learning, in order to have a transparent approach to the development and implementation of CORE Awards.

3. Provide career advisement and technical assistance

The Contractor will provide technical assistance and career advisement to ECP applicants. Technical assistance must also be available to early childhood program as needed.

Technical assistance includes but is not limited to assisting applicants in understanding the requirements of the CORE awards, and problem solving obstacles and challenges that may arise for applicants.

Career advisement includes but is not limited to assistance in setting professional goals and a pathway to reach those goals. For example, a teacher at Step 4 may need assistance in reaching her goal of Step 7; choosing the higher education institution that meets her needs, understanding financial aid and/or articulation. Assistance may also include teachers who have a degree in another area and now wish to pursue early childhood coursework and those who have a need to complete remedial coursework prior to pursuing an early childhood degree. The Contractor should be prepared to assist approximately 100 teachers annually through career advisement, approximately 10% of the Step 4-6 teachers; 2/3 of who work or reside in New Castle County and 1/3 reside in Kent and Sussex Counties. Career advisement may include credential attainment, i.e. completing coursework through the Delaware Institute for Excellence in Early Childhood (DIEEC) or the Adult Education Vo Tech High Schools, Delaware Technical and Community Colleges.

4. Provide quality assurance and monitor the initiative

As part of its responsibilities to assure the quality of the CORE Awards, the Contractor must develop and implement quality assurance and monitoring policies and protocols. As part of this work, the Contractor shall identify planning and implementation issues and document any significant obstacles to service provision, and recommend and implement improvements as needed, after consultation with the Office of Early Learning. The Contractor shall develop an evaluation approach to this work in order to document the role of CORE awards in achieving workforce stabilization and supporting teacher quality and effectiveness. The Contractor is expected to conduct periodic site visits to monitor retention compliance and must develop and implement procedures to confirm that the ECPS and programs participating meet the requirements for the specific aspect of CORE awards relevant to the ECP and/or the program.

5. Work in partnership with the Office of Early Learning

The Contractor shall work in partnership with the Office of Early Learning and others state agencies and community partners to successfully implement CORE Award. The Contractor shall work with the Office of Early Learning (OEL) staff related to policy and procedures necessary to implement CORE Award. In addition to the required program and financial monthly reporting requirements, the Contractor shall meet with OEL staff as needed, which is expect to be on a monthly basis during the first year of this contract. The Contractor shall notify OEL staff should any unexpected problems arise between such meetings.

III. Required Information

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

A. Minimum Requirements

1. Delaware business license:

Provide evidence of a Delaware business license or evidence of an application to obtain the business license.

2. Professional liability insurance**:**

Provide evidence of professional liability insurance in the amount of $1,000,000.00.

B. General Evaluation Requirements

1. Conformity in form and format to instructions contained in the RFP (5 Points);

2. Completeness of information requested, including all required attachments (15 Points);

3. Relevance, clarity, feasibility and timeliness of proposed goals, objectives, timeline and activities to the stated purpose and scope of the RFP (30 Points);

4. Demonstrated expertise and experience to successfully undertake the Compensation, Retention and Education Awards (CORE) (20 Points);

5. Demonstrated capacity to meet the requirements of the Compensation, Retention and Education Awards (CORE) (15 Points); and

6. Budget clearly and economically relates to the proposed work (15 Points).

IV. Professional Services RFP Administrative Information

A. RFP ISSUANCE

1. Obtaining Copies of the RFP

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

2. Public Notice

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Evelyn Keating, Program Manager,
Delaware Office of Early Learning
820 North French Street, 5th Floor
Wilmington, DE 19801
evelyn.keating@state.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

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

d. Has violated contract provisions such as:

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

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

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

f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP SUBMISSIONS

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 7 paper copies and 7 electronic copies on CD.

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

- Typewritten;
- Single spaced;
- Calibri 11 point font;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1”) side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

Proposals shall contain the following information in the order noted below. Applicants should prepare proposals simply and economically, providing a straightforward, concise description of the Applicant’s ability to meet the requirements of the RFP. All proposals become property of the State of Delaware and will not be returned to the bidder. The content of each proposal is privileged and confidential.

- **Transmittal Letter**: Provide a transmittal letter, which briefly summarizes the proposing organization’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State

of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

- **Early Learning Challenge Form (Attachment C)**

- **Title Page**
  The Title page shall include:
  - RFP title and number
  - Name of applicant
  - Applicant's full address
  - Applicants' phone number and email
  - Name and title of the applicant's designated contact person
  - Bid due date and time

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

- **Statement of Work**
  Using the instructions provided in Attachment B, Appendix A, prepare a Work Plan. The work plan shall describe, in clear and specific terms, the key goals, objectives, activities and results necessary to create and manage the Compensation, Retention and Education Awards (CORE Awards). Specific completion dates for the various tasks must be included. The work plan should include specific objectives, activities, strategies and resources.

- **Qualifications and Experience**
  - Provide information about the experience and expertise of the organization and its staff to carry out the Compensation, Retention and Education Awards (CORE), including its programmatic as well as financial stability and economic capability to perform the program and contract requirements.
  - Identify the specific individuals who will work on the Compensation, Retention and Education Awards (CORE), along with the nature and extent of their involvement. Provide the resumes of these individuals.
  - If conducting this project will require hiring individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including qualifications and experience required.
  - Include the organizational chart of the applicant.

- **Budget**
  Using the forms and instructions found in Attachment B, Appendix B, please prepare a budget with narrative for the period of April 1, 2013 through December 31, 2013, as well as a budget and narrative for the periods of January 1, 2014 through December 31, 2014, and January 1, 2015 through December 31, 2015.

  A total of $1,900,000 is available during Calendar Year 2013; $2,300,000 is available for Calendar Year 2014; and $2,300,000 available for Calendar Year 2015. It is expected that direct management costs will not exceed 12% of the total grant each year, with remaining funds allocated directly to the CORE Awards to early childhood professionals and programs. Direct costs include personnel directly responsible for

the scope of work; activities and direct supervision of the project; related travel; related supplies and materials; and related equipment. 100% of the funds for this initiative are derived from the federal Early Learning Challenge.

- **Additional Required Documents**
  - Proof of Delaware Business License, or a statement that the applicant will secure a Delaware Business License prior to beginning the project.
  - Articles of incorporation.
  - IRS certification of tax-exempt status if applicable.
  - Proof of Professional Liability Insurance in the amount of $1,000,000.00.
  - List of all contracts awarded. Bidder shall include a list of all contracts awarded to it or its predecessor firm(s) by the State of Delaware, during the last three (3) years. This list must include the State Department, Division, Contact Person (name, address, email and phone number), period of performance and amount. The review committee may contact any of the references and/or sources of prior contracts when considering the bid. Failure to list any contract as required may be grounds for immediate rejection of the bid.
  - Names and phone numbers of at least three (3) organizations for whom the vendor as carried out similar projects must be included. If no similar project has been conducted, others requiring comparable skills can be used.
  - Completed Early Learning Challenge Form, see Attachment C.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM local time** on February 15, 2013. The outside of the proposal package must be clearly labeled "**RFP # DOE – 2013-10 – Compensation, Retention and Education Awards (CORE)**." The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Emily Falcon, Director
Financial Reform Resources
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM local time** on **February 15, 2013.** Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **August 15, 2013**. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

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

9. Concise Proposals

DDOE discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to

present a complete and effective proposal are not desired. DDOE's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-Contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

DDOE will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on DDOE's website at http://www.doe.k12.de.us/rfplisting/ by 12:00 PM each Friday. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number
Paragraph number
Page number
Text of passage being questioned
Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **January 10, 2013**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on http://bids.delaware.gov

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

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

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

19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at http://www.doe.k12.de.us/rfplisting/ and

http://bids.delaware.gov DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

20. Exceptions to the RFP

Any exceptions to the RFP, or DDOE's terms and conditions, must be highlighted and included in writing in the proposal. Acceptance of exceptions is within the sole discretion of the evaluation committee.

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

C. RFP EVALUATION PROCESS

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall include representatives of DDOE. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 *Del. C.* §§ 6981 and 6982. The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to Delaware Secretary of Education, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § 6982, to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

The proposals all contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by DDOE to be essential for use by the Team in the bid evaluation and award process.

Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award.

Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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

- Select more than one vendor pursuant to 29 *Del. C.* §6986.

a. Criteria Weight

Proposals will be evaluated using the following criteria and scoring process:

Criteria	Weight
Conformity in form and format to instructions contained in the RFP	**5 points**
Completeness of information requested, including all required attachments	**15 points**
Relevance, clarity, feasibility and timeliness of proposed goals, objectives, timeline and activities to the stated purpose and scope of the RFP	**30 points**
Demonstrated expertise and experience to successfully undertake the Compensation, Retention and Education Awards (CORE)	**20 points**
Demonstrated capacity to meet the requirements of the Compensation, Retention and Education Awards (CORE)	**15 points**
Budget clearly and economically relates to the proposed work	**15 points**
Total	**100 points**

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for DDOE are the vendor's responsibility.

D. Contract Terms and Conditions

1. General Information

a. The term of the contract between the successful bidder and DDOE shall be through December 31, 2013, with the possibility of renewal for up to two (2) additional calendar years contingent on funding and satisfactory performance. Note that the contractor will be monitored and evaluated, through written reporting, face to face meetings, and on-site on a regular basis. Failure of the contractor to cooperate with this process or to resolve any problems identified in the monitoring and evaluation process may be cause to terminate the contract.

b. The selected vendor will be required to enter into a written agreement with DDOE. DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.

c. The selected vendor or vendors will be expected to enter negotiations with DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

d. DDOE's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

2. Collusion or Fraud

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

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

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

3. Lobbying and Gratuities

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

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

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

4. Solicitation of State Employees

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

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

5. General Contract Terms

a. Independent contractors

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

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

b. Non-Appropriation

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

c. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2301.

Prior to receiving an award, the successful vendor shall either furnish DDOE with proof of State of Delaware Business Licensure or initiate the process of

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

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

d. **Notice**

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

Brook Hughes
Office of Early Learning
Carvel State Office Building
820 North French Street, 5th Floor
Wilmington, DE 19801

e. **Indemnification**

1) General Indemnification.

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

2) Proprietary Rights Indemnification

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

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

(a) Procure the right for DDOE to continue using the Product(s);
(b) Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
(c) Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that DDOE agrees to and accepts in writing.

f. **Insurance**

1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2) The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

3) During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	$1,000,000/$3,000,000

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

a.	Automotive Liability (Bodily Injury)	$100,000/$300,000

b.	Automotive Property Damage (to others)	$ 25,000

4) The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

g. **Performance Requirements**

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

h. **Warranty**

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

i. **Costs and Payment Schedules**

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

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

j. **Penalties**

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

k. **Termination for Cause**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, DDOE shall thereupon have the right to terminate the contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination, In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to receive just and equitable compensation for

any satisfactory work completed on such documents and other materials which is useable to DDOE.

l. **Termination for Convenience**

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. **Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful vendor shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

n. **Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty DDOE shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

o. **Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its

transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. **Work Product**

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

q. **Contract Documents**

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

r. **Applicable Law**

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

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

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

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

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

s. **Scope of Agreement**

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

t. **Other General Conditions**

1) **Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.

2) **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

3) **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.

4) **Prior Use** – DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.

5) **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

6) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

7) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.

8) **Additional Terms and Conditions** – DDOE reserves the right to add terms and conditions during the contract negotiations.

u. **Technology Standards**

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

E. RFP MISCELLANEOUS INFORMATION

1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DDOE.

2. RFP Reference Library

DDOE has made every attempt to provide the necessary information within this RFP. DDOE will make the reference library available only to the winning bidder.

3. Definitions of Requirements

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

4. Production Environment Requirements

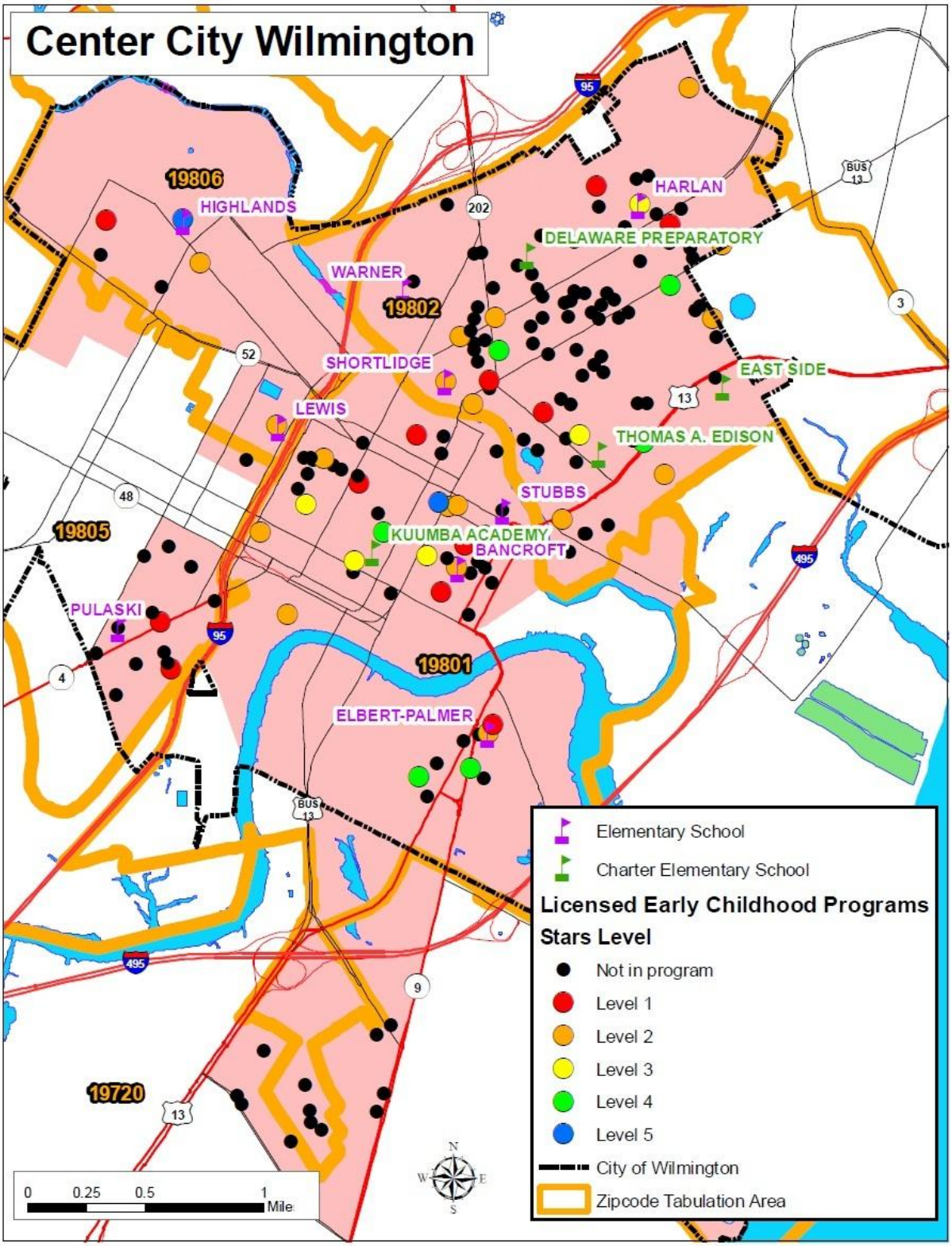
DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a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

5. Office of Minority and Women Business Enterprise

Minority and women business enterprises are encouraged to visit http://gss.omb.delaware.gov/omwbe/index.shtml

V. Attachments

Attachment A: Maps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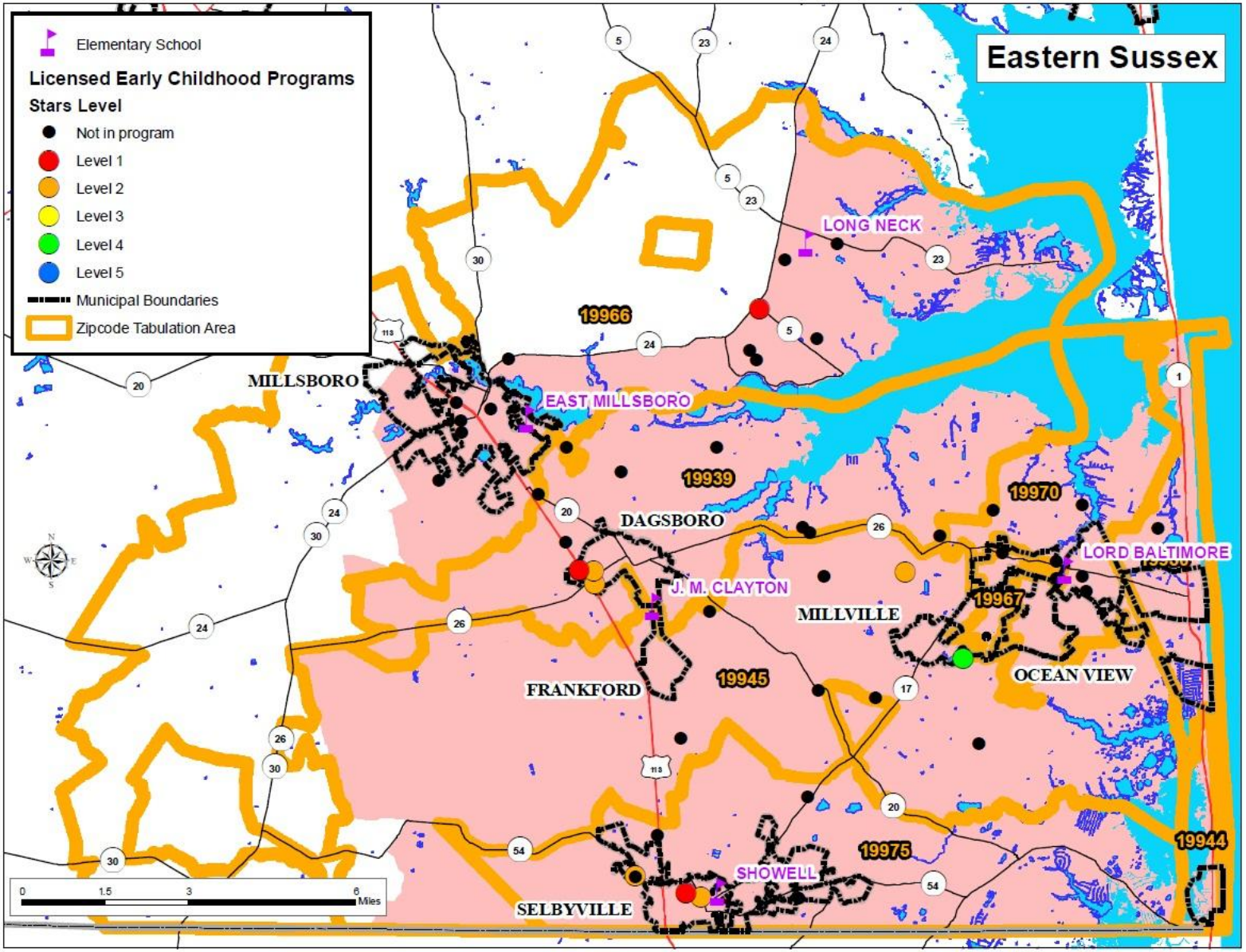
19806
HIGHLANDS
WARNER
19802
SHORTLIDGE
LEWIS
HARLAN
DELAWARE PREPARATORY
EAST SIDE
THOMAS A. EDISON
STUBBS
KUUMBA ACADEMY
BANCROFT
19805
PULASKI
19801
ELBERT-PALMER
19720
95
202
52
48
4
3
13
9
495
BUS 13
Elementary School
Charter Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
City of Wilmington
Zipcode Tabulation Area
0 0.25 0.5 1 Mile
N
W
E
S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Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Municipal Boundaries
Zipcode Tabulation Area
LONG NECK
19966
MILLSBORO
EAST MILLSBORO
19939
DAGSBORO
19970
LORD BALTIMORE
J. M. CLAYTON
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SELBYVILLE
19944
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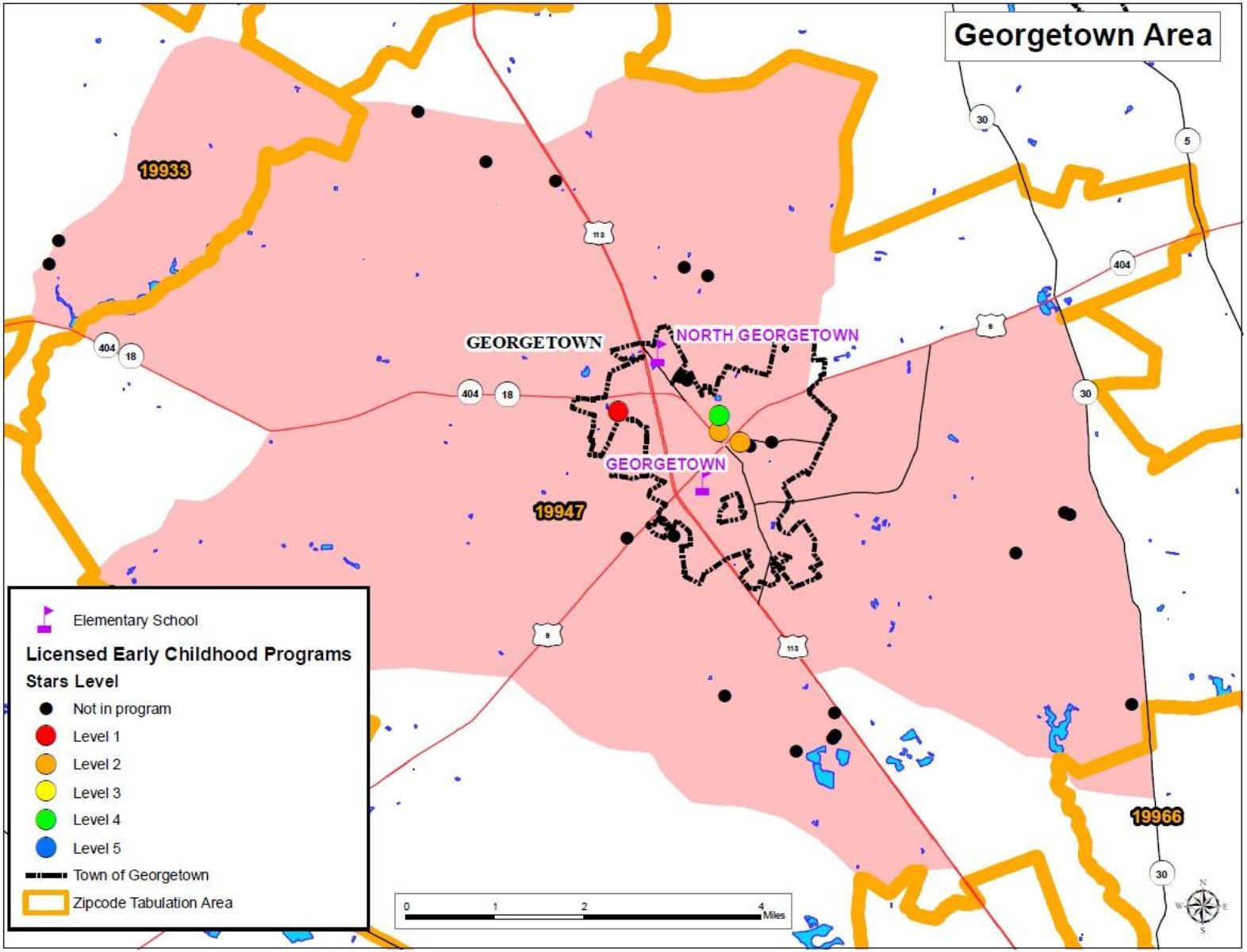
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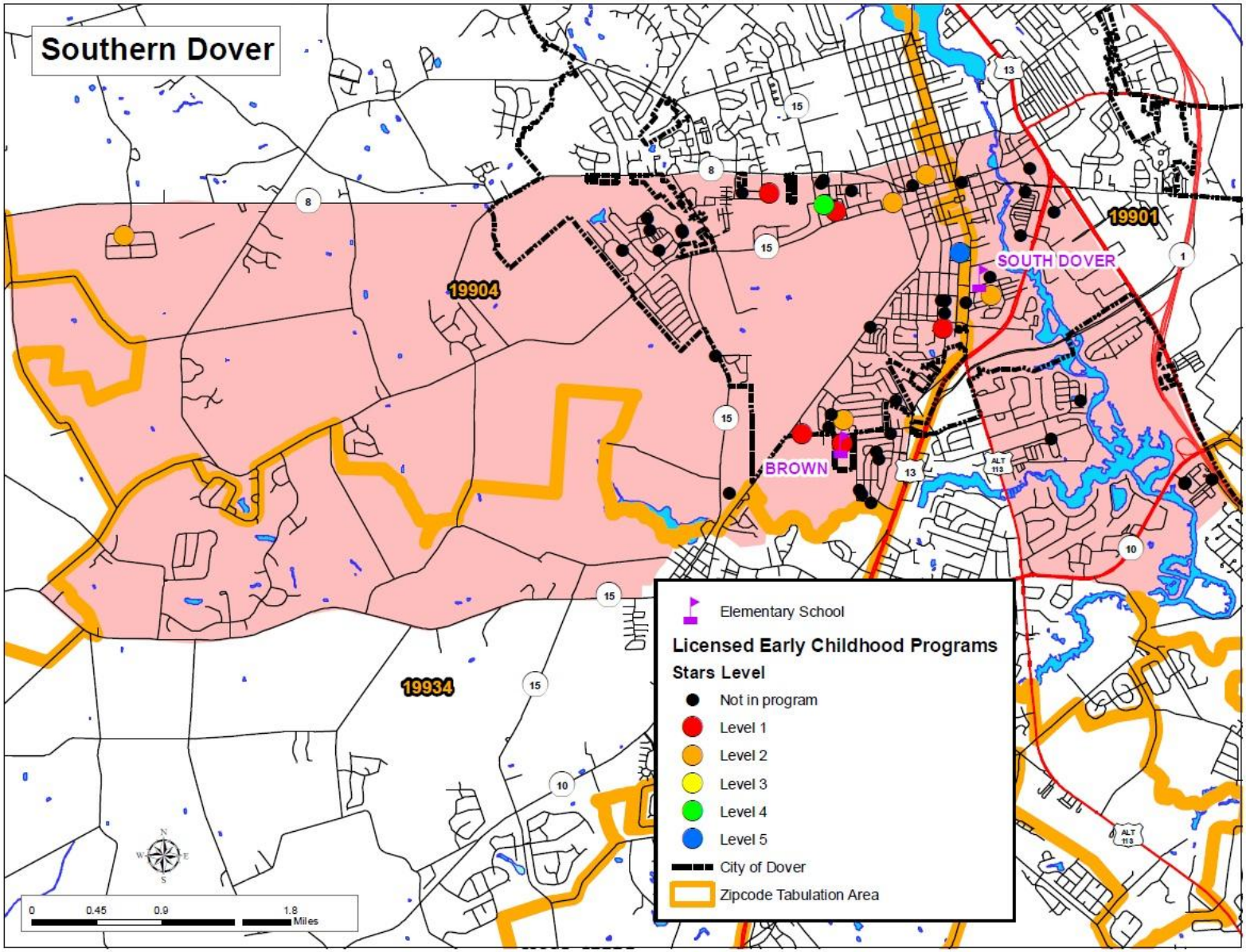
19966
GEORGETOWN
NORTH GEORGETOWN
GEORGETOWN
404
18
113
9
30
5
Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Town of Georgetown
Zipcode Tabulation Area
0
1
2
4
Miles


Southern Dover
19904
19901
19934
SOUTH DOVER
BROWN
Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
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Level 2
Level 3
Level 4
Level 5
City of Dover
Zipcode Tabulation Area
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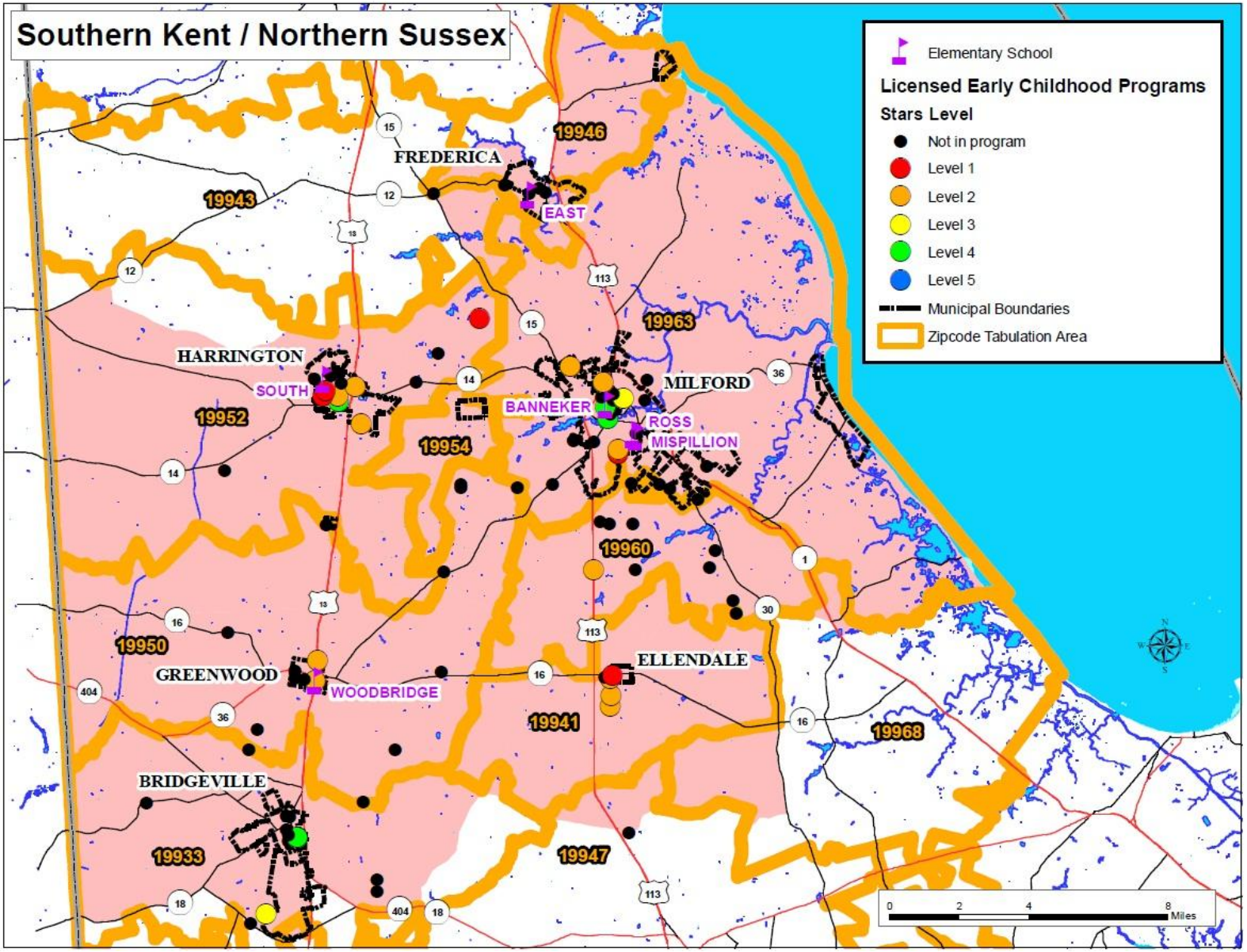
0.9
1.8
Miles


Southern Kent / Northern Sussex
Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Municipal Boundaries
Zipcode Tabulation Area
FREDERICA
EAST
19946
19943
19963
HARRINGTON
SOUTH
MILFORD
BANNEKER
ROSS
MISPILLION
19952
19954
19960
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GREENWOOD
WOODBRIDGE
ELLENDALE
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BRIDGEVILLE
19933
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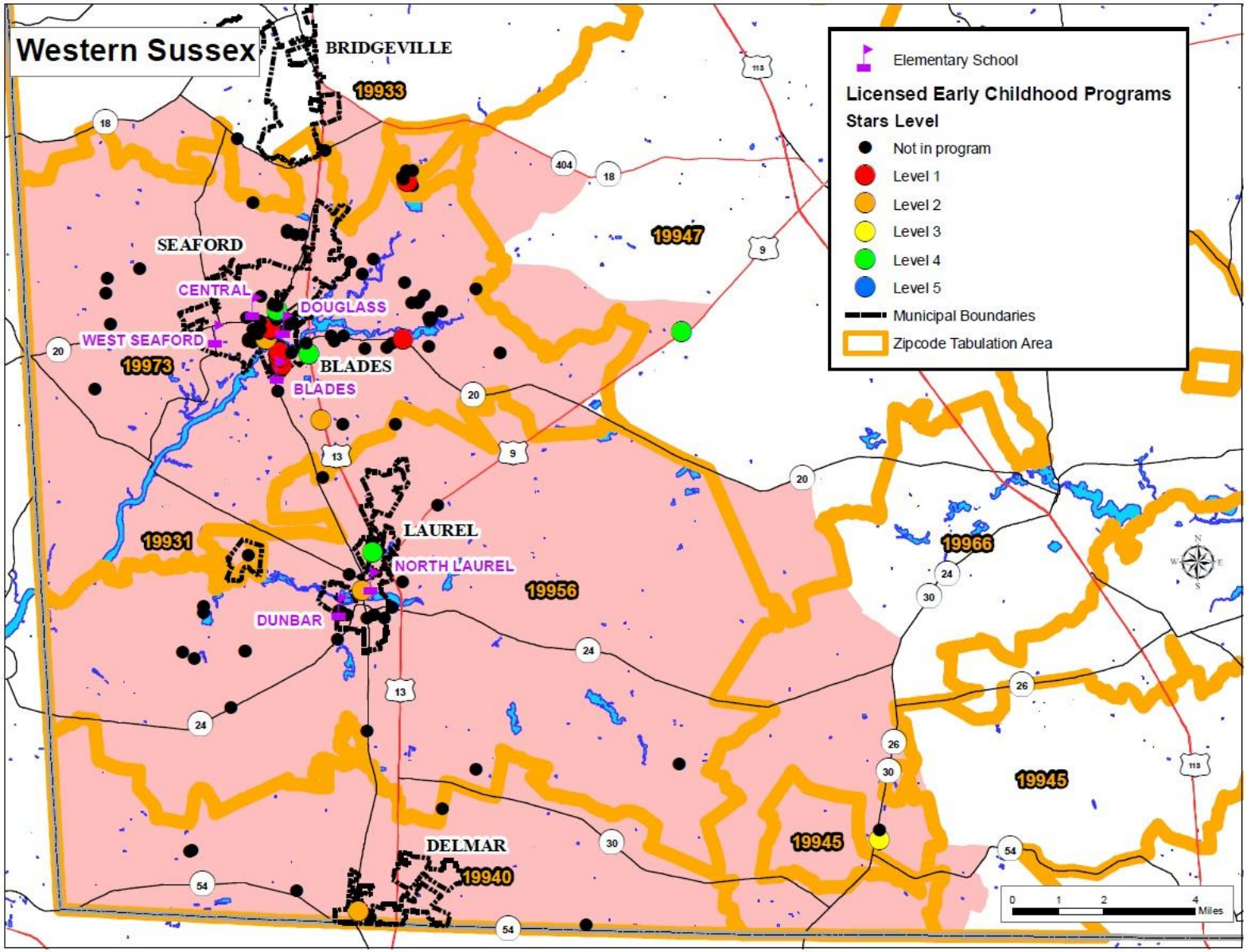
0 2 4 8 Miles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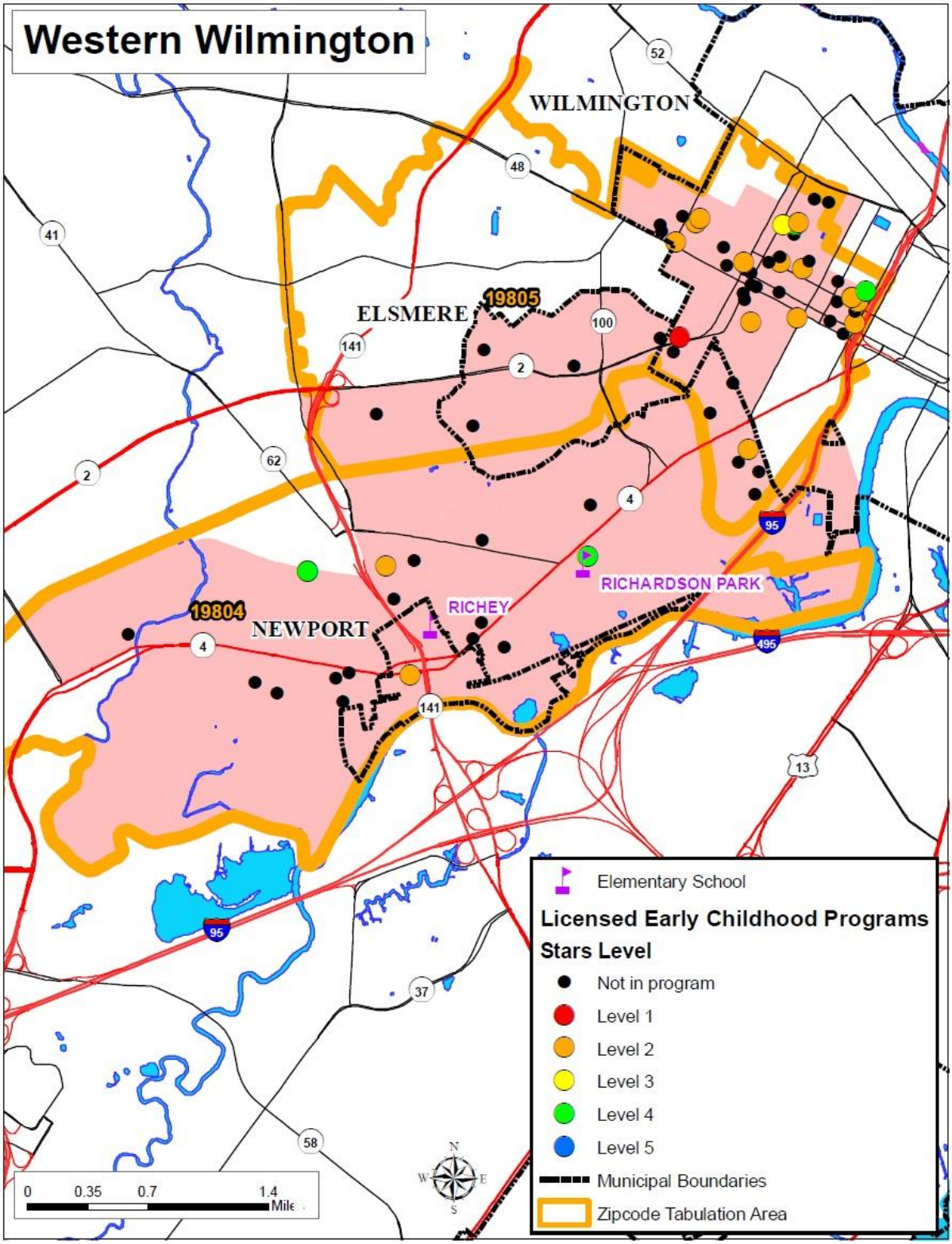
SEAFORD
CENTRAL
DOUGLASS
WEST SEAFORD
19973
BLADES
BLADES
19947
LAUREL
NORTH LAUREL
19931
19956
DUNBAR
19966
19945
19945
DELMAR
19940
Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Municipal Boundaries
Zipcode Tabulation Area
0 1 2 4 Miles


Western Wilmington
WILMINGTON
ELSMERE
19805
19804
NEWPORT
RICHEY
RICHARDSON PARK
52
48
41
100
141
2
62
4
95
495
13
37
58
Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Municipal Boundaries
Zipcode Tabulation Area
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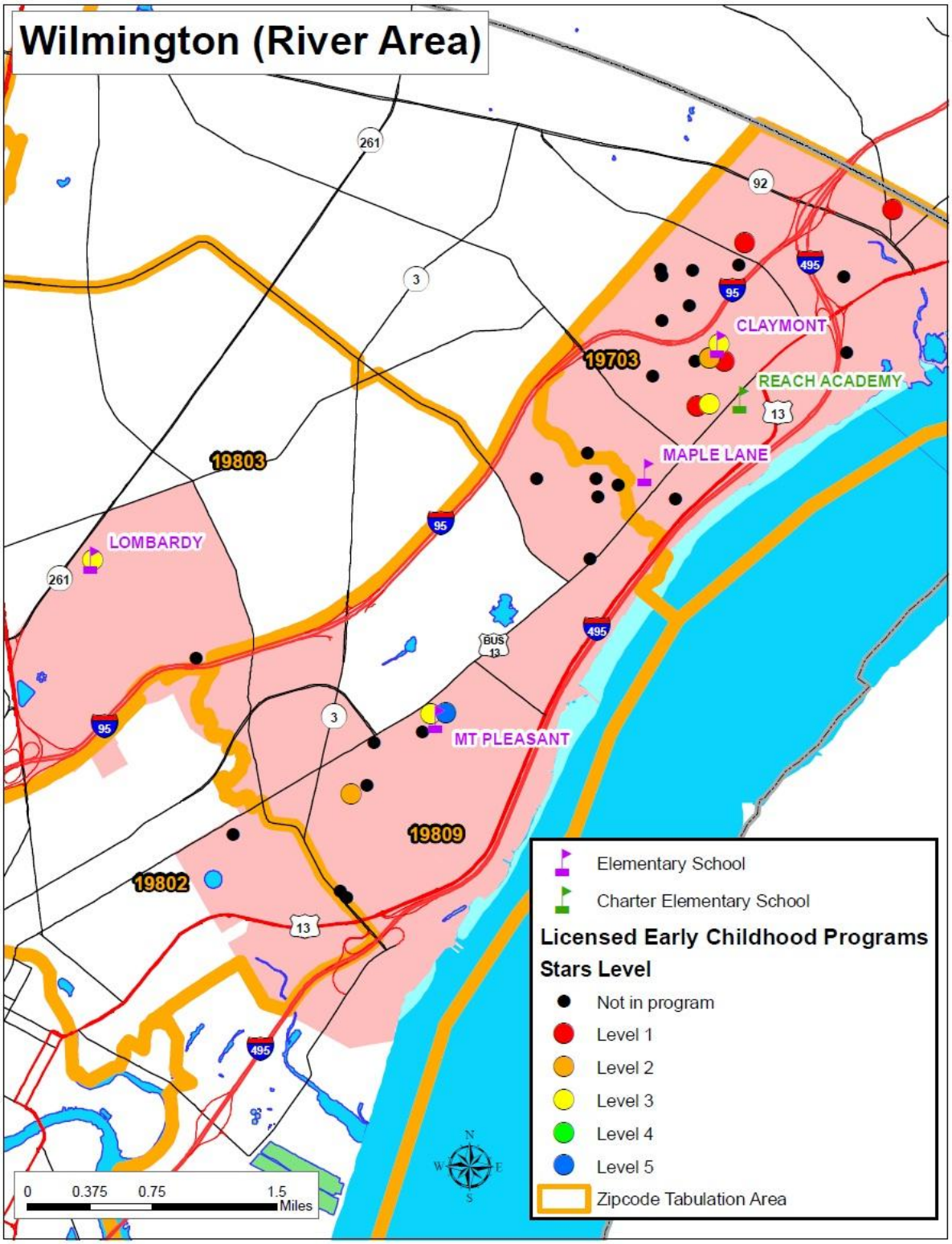
0.35
0.7
1.4
N
S
E
W


Wilmington (River Area)
19803
19703
19809
19802
CLAYMONT
REACH ACADEMY
MAPLE LANE
LOMBARDY
MT PLEASANT
261
92
3
95
495
13
BUS 13
Elementary School
Charter Elementary School
Licensed Early Childhood Programs
Stars Level
Not in program
Level 1
Level 2
Level 3
Level 4
Level 5
Zipcode Tabulation Area
0 0.375 0.75 1.5 Miles
N
S
E
W

Attachment B: OEL Contract with Appendix A, B, C and D

CONTRACT
Insert Title and RFP#

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

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

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

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

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

1. Services.

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

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

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

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

2. Payment for Services and Expenses.

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

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

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

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

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

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

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

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

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

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

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

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

Project	Team	Title	% of Project Involvement

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

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

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

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

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

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

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

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

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

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

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

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

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

VENDOR NAME shall return any original data provided by DDOE.

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

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

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

6. Work Product.

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

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

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

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

7. Confidential Information.

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

8. Warranty.

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

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

9. Indemnification; Limitation of Liability.

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

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

to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and VENDOR NAME's entire liability with respect to infringement.

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

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

10. Employees.

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

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

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

11. Independent Contractor.

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

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

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

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

12. Suspension.

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

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

13. Termination.

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

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

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

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

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

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
b. Any payment due to VENDOR NAME at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of VENDOR NAME's default.
c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event

VENDOR NAME shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR NAME assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6 Gratuities.

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

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

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

14. Severability.

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

15. Assignment; Subcontracts.

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

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

15.3 Approval by DDOE of VENDOR NAME's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve VENDOR NAME of

responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

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

19.3 VENDOR NAME may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be

a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

21. Insurance.

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

A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**

B. Comprehensive General Liability - $1,000,000.00 per person/$3,000,000 per occurrence, **and**

C. Medical/Professional Liability - $1,000,000.00 per person/$3,000,000 per occurrence; or

D. Miscellaneous Errors and Omissions - $1,000,000.00 per person/$3,000,000 per occurrence, or

E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $100,000 each person and $300,000 each accident as to bodily injury and $25,000 as to property damage to others.

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

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

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

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

22. Assignment of Antitrust Claims.

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

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. VENDOR NAME consents to jurisdiction venue in the State of Delaware.

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:

CONTRACTOR: (Contractor Name and Address)

DDOE: Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmnt.
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:
_____

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

(Name of Contractor)	Delaware Department of Education
_____	_____
(Official of Contractor) Project Manager	Karen Field Rogers Associate Secretary, Financial Reform & Resource Management
_____	_____ _____
Date	Date Initial Finance Director
_____	_____
(Official of Contractor) Principal Investigator	Branch Associate Secretary
_____	_____ _____
Date	Date Initial Work Group Director

Appendix A
Office of Early Learning
Work Plan Format

Section I: Purpose (narrative statement- one or two paragraphs)

Section II: Goals (half page)

Must include but is not limited to at least one of the Early Learning Challenge goals along with the corresponding strategy(ies) which are:

Goal 1: Expand comprehensive screening of young children and service referrals
- Strategy 1: Conduct health provider outreach
- Strategy 2: Expand opportunities to link families to services
- Strategy 3: Strengthen young child mental health services

Goal 2: Expand number of Stars programs and high needs children in Stars
- Strategy 1: Provide financial incentives for Stars programs serving high needs children
- Strategy 2: Expand supports for Stars Programs
- Strategy 3: Provide education and retention incentives for Stars educators

Goal 3: Develop an aligned early learning to K-12 perspective
- Strategy 1: Implement Delaware Early Learner Survey
- Strategy 2: Create Early Learning Teams in high needs communities to improve linkages
- Strategy 3: Integrate curriculum for early childhood degrees and credentials offered by higher education

Goal 4: Sustain early learning system development and service improvements
- Strategy 1: Use data to inform quality improvement and accountability
- Strategy 2: Engage community leaders, including parents, as informed advocates for early learning
- Strategy 3: Provide leadership for system development and sustainability

Section III: Effective Date

Use this language, inserting the effective date:

"The effective date of this contract is MONTH, Date, and Year."

Section IV: Narrative Summary of What You Are Proposing to Do and Accomplish (3 pages maximum)

Section V: Implementation Plan

For each objective, indicate the goal(s) to which the objective is aligned. Complete a separate table for each of your objectives.

Goal: (List the goal to which the objective is aligned)
Objective: A measurable outcome (What you will accomplish)

Deliverables: Specific activities and strategies to meet the objective (What you will do)	**Staff/ Staff:** Lead staff, staff from partner organizations. Note who is responsible for the deliverables.	**Timeline:** Date for completing the work (When deliverables will be met)	**Intended Results:** Evidence that shows progress to meet the objective (How you know you will be successful)

Appendix B
Budget Preparation Guidelines
Office of Early Learning

I. Introduction

Following are instructions for completing the required budget worksheet and budget narrative for all contracts associated with the Race to the Top – Early Learning Challenge grant. These guidelines are provided to assist in the development of the overall contract budget and the detailed budget narrative, which links the requested funding with specific elements of the proposed project.

II. Budget Worksheets

The budget worksheet template is an Excel workbook consisting of four tabs:

- Personnel & Fringe Detail
- Budget Details
- Budget Summary
- SAMPLE Personnel & Fringe Detail

A. Personnel & Fringe Detail Tab

The "Personnel & Fringe Detail" tab collects specific details for each position covered by the contract. To complete this worksheet the following fields are required for each position:

- **Position** – Enter the Title of the position, and if known, the name of the staff member occupying the position.
- **Base Annual Salary** – Enter the position's base annual salary.
- **% of Time on Project** – Enter the percentage of time budgeted for this project.
- **Monthly Salary Cost** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B & C.
- **# of Months** – Enter the total months of salary budgeted for this project.
- **Total Salaries** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-E.
- **Fringe Rate** – Enter the percentage used to calculate the fringe benefit costs.
- **Monthly Fringe Cost -** Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.
- **Total Fringe** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.
- **Total Salaries & Fringe** – Do not enter data in this field; the total will automatically calculate based on data entered in columns B-G.

B. Budget Details Tab

The "Budget Details" tab collects the projected monthly expenses included in the contract. Best judgment should be used when projecting anticipated expenses.

- **Header Details**
    - **Contractor Name –** Enter the legal name of your organization.

    - **Project/Contract Name –** Enter the Project/Contract's Name here. The name should reflect the purpose of the contract. (Examples: "Kindergarten Readiness Teams," "Physician Outreach Initiative," "Community Outreach and Engagement Activities.")
    - **Contract Period** – Enter the start and end dates of the contract. (Example: July 1, 2012 – June 30, 2013)
- **Personnel**
    - **Salaries –** Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the "Personnel & Fringe Detail" tab.
    - **Fringe Benefits –** Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the "Personnel & Fringe Detail" tab.
- **Travel**
    - For each of the subcategories, enter the following:
        - **Monthly Costs –** Enter the projected monthly costs in column B
        - **# of Months –** Enter the total months of travel budgeted for this project in column C.
        - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
    - If no amount is being requested for a particular line, you may leave it blank.
    - If amounts are requested for "Other Travel" you must provide additional details in the budget narrative justifying the requested amount.
- **Program/Operating**
    - For each of the subcategories, enter the following:
        - **Monthly Costs –** Enter the projected monthly costs in column B
        - **# of Months –** Enter the total months of travel budgeted for this project in column C.
        - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
    - If no amount is being requested for a particular line, you may leave it blank.
    - If amounts are requested for "Other Program/Operating" you must provide additional details in the budget narrative justifying the requested amount.
- **Equipment**
    - For each of the subcategories, enter the following:
        - **Monthly Costs –** Enter the projected monthly costs in column B
        - **# of Months –** Enter the total months of travel budgeted for this project in column C.
        - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
    - If no amount is being requested for a particular line, you may leave it blank.
    - If amounts are requested for "Other Equipment" you must provide additional details in the budget narrative justifying the requested amount.

C. <u>Budget Summary Tab</u>

The "Budget Summary" tab summarizes the data entered on the "Personnel & Fringe Detail" tab and the "Budget Details" tab to provide a high-level view of the funding categories and requested amounts. No data entry is required on this tab.

D. <u>SAMPLE Personnel & Fringe Detail Tab</u>

The "SAMPLE Personnel & Fringe Detail" tab provides a completed sample worksheet for your reference.

III. Budget Narrative

The budget narrative is where detailed information is provided in a narrative format for each line item. Listed within each category is a description of the information required. The narrative should clearly link the requested funding with the specific elements of the project proposal.

A. <u>Personnel</u>

In addition to the information required on the "Personnel & Fringe Detail" tab, include a detailed description of the activities and the percentage of time each position will be allocated to the project.

Examples:

- **Project Director (100%)**
  The Project Director is responsible for planning, organizing and directing the implementation and operations of this project. Specific responsibilities include directing staff, orientation, training, counseling, evaluation and discipline in accordance with organization standards. Directs the implementation and operations, distributes work, directs and personally handles public relations, estimates costs of programs, develops the budget, oversees and negotiates contracts with subcontractors, monitors and assesses project performance and performs other related duties. The Project Director directly supervises the Program Manager, two Researchers, and one Administrative Assistant.
- **Administrative Assistant (50%)**
  The Administrative Assistant (AA) will support the Project Director and other project staff. The AA is responsible for scheduling project meetings, preparing meeting materials, and scheduling training sessions.
- **Part-time Field Agent (100%)**
  The Part-time Field Agent is responsible for interviewing clients, collecting data and preparing summary reports to be submitted to the Program Manager on a weekly basis.

Please note that the description of responsibilities should be directly related to specific program objectives.

If Fringe Benefits are included in the budget request, please indicate what benefits are provided and how the fringe rate is calculated. If different rates are used for different individuals, please provide an explanation. If the fringe benefit rate exceeds 35%, please provide a complete list of the benefits and percentages for each that are included in the budget.

B. <u>Travel</u>

Provide a narrative justification describing the travel staff members will perform. When possible, list destination locations, number of trips planned, who will be making the trip and approximate dates (if known). If mileage it to be paid, provide the number of miles and cost per mile.

Examples:

- The Project Director will be required to travel to a national conference in Washington, D.C. in December 20XX. Cost estimates for this trip were determined based on the factors known at the time of this submission:
    - Transportation – Amtrak – $156 round trip (estimate based on currently published fares)
    - Lodging - $750 for 3 night stay (estimate based on currently published hotel rates and GSA allowances)
    - Meals & Incidentals - $245 for 4 days of travel (estimate based on current GSA allowances)
- The PT Field Agent will be required to travel to clients' homes. We estimate this will require 100 miles of reimbursable travel each month. 100 miles/mo X 12 months X $0.55/mile = $660.00.

For any amounts budgeted under the "Other Travel" subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

C. <u>Program/Operating</u>

Provide a narrative justification describing the amounts requested in each subcategory. The projected expenditures should be listed separately along with a description of how the estimates for each were determined.

Examples:

- Cell Phones – We will provide cell phones to the Project Director and Program Manager. We estimate this will cost a total of $60/month for both lines resulting in a total cost of $720 over the course of the contract.
- Meeting Expenses – We will host 4 planning meetings per year. This will require renting a meeting room ($150/meeting), renting audiovisual equipment ($50/meeting), and producing handout materials ($50/meeting). Total cost of one meeting is estimated to be $250 for a total cost of $1,000 over the course of the contract.
- Office Supplies – General office supplies (pens, pencils, paper, tape, etc.) will be required to support the ongoing project activities. We estimate the costs to be $50/month for a total cost of $600 over the course of the contract.
- Professional Development – Staff will attend at least one professional development event each year. Based on past costs, we estimate registration fees will average $250/event. There will be four staff attending each year resulting in a total cost of $1,000 over the course of the contract.

For any amounts budgeted under the "Other Program/Operating" subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

D. <u>Equipment</u>

Provide a narrative justification describing the amounts requested in each subcategory. The projected expenditures should be listed separately along with a description of how the estimates for each were determined.

Examples:

- Computers – We will need to purchase a laptop for the Field Agent which has been estimated to cost $1,200. The laptop will enable the Field Agent to enter relevant data directly into the tracking software while completing fieldwork. Without a laptop, Field Agent would have to manually record data on paper and then transfer the data to the computer once in the office, which creates extra work, more room for errors, and increases the potential of lost/missing records.
- Printers/Copiers/Faxes – We will need to purchase a mobile printer for the Field Agent which has been estimated to cost $350. The mobile printer will allow the Field Agent to print summary reports which can be provided to the clients on the spot. This will eliminate the need to mail a hard copy of the reports at a later time.

For any amounts budgeted under the "Other Equipment" subcategory, please provide detailed information describing how these funds will be used and how the amounts were calculated.

IV. Glossary

Budget narrative
Budget worksheets
Contract period
Equipment**
Personnel**
Program/Operating**
Travel**

**includes subcategories

Budget narrative
The budget narrative is where detailed information is provided in a narrative format for each line item identified on the budget worksheets. It includes an explanation of how budgeted figures were derived.

Budget worksheets
The budget worksheets consist of an Excel workbook with four tabs: "Personnel & Fringe Detail," "Budget Details," "Budget Summary," and "SAMPLE Personnel & Fringe Detail." These worksheets are where the requested budget amounts are provided.

Contract period
The start and end dates of the contract.

Equipment
Tangible, non-expendable property having a useful life of more than one year. Equipment may be purchased or leased and must be directly related to the project.

**The Equipment sub-categories are as follows:

- **Computers**
  Includes desktop or laptop computers, tablets, and other handheld computing devices.
- **Printers/Copiers/Faxes**
  Includes desktop and network printers, copiers, multi-function copiers, and fax machines.

- **Other Equipment**
  Any other office equipment that is non-expendable and has a useful life of more than one year and does not fall under one of the other subcategories listed above.

Personnel
This category includes the salaries and fringe benefits associated with the personnel required to perform the project. Costs identified under Personnel are only for project staff employed by the contractor.

**The Personnel sub-categories are as follows:

- **Salaries**
  Annual salary costs attributable to staff working directly on, or in support of, the project.
- **Fringe Benefits**
  Include all federal, state and local taxes as well as health insurance, and other benefits provided to employees.

Program/Operating
This category includes non-personnel project-related costs.

**The Program/Operating sub-categories are as follows:

- **Advertising/Marketing**
  Costs associated with increasing awareness and impact. Includes costs such as developing and printing brochures, newsletters, press kits, broadcast content and policy briefs. Also includes developing web content and social media strategies.
- **Cell Phone(s)**
  Cell phones provided to project staff. Includes initial cost of equipment (if any) and any ongoing monthly service plans.
- **Food**
  Costs associated with providing meals/refreshments at meetings, training events, conferences, community forums. (**This is separate from meal expenses associated with Travel.)
- **Internet Service**
  Fees associated with obtaining internet service (i.e., dial up, cable, DSL, etc.). Includes rental costs of any equipment (i.e., modem) and ongoing monthly service plans.
- **Office Space**
  Space costs required as a result of the project. Includes the prorated costs of the occupied space or the actual costs of the additional space requirements.
- **Office Supplies**
  Includes general office supplies (pens, pencils, paper, tape, file folders, binders, etc.) used by staff members to carry out daily activities of the program.
- **Postage/Freight**
  Postage or express delivery (UPS, FedEx) costs for mailing materials/correspondence associated with the project.
- **Printing/Copy Services**
  Printing/copying of miscellaneous documents (i.e., annual reports, general correspondence, manuals, etc.). (Do not include printing costs associated with “Advertising/Marketing” activities.)
- **Professional Development**
  Fees associated with attending professional development activities such as training and conferences. This would include registration fees, but would not include any travel expenses.

Travel expenses associated with Professional Development should be included in the Travel budget.

- **Professional Services**
  Fees or honoraria paid to individuals for a specific service provided based on an agreed per diem rate or on a fixed price. Some examples are consultants, technical assistance, speaking engagements, or service on an advisory committee or board.
- **Software**
  Cost of commercially available software or customized software packages required in the administration of the project.
- **Telephone Services**
  Cost of local and long-distance telephone services.
- **Training Supplies**
  Cost of supplies or materials purchased to conduct training.
- **Other Program/Operating**
  Any other program or operating cost that does not fall under one of the other subcategories listed above.

Travel
This category includes travel by project staff directly related to the project. Includes costs such as travel to meetings, travel to perform interviews or surveys, travel to professional development activities and/or conferences.

**The Travel sub-categories are as follows:

- **Lodging**
  Cost of hotel/motel/inn including base rate and applicable taxes and fees.
- **Meals**
  Cost of meals including taxes and tips.
- **Mileage**
  Cost of mileage for using personal vehicle for business purposes.
- **Transportation**
  Cost of other means of transportation including air, rail, subway, taxis, shuttles, and rental cars.
- **Other Travel**
  Any other travel cost that does not fall under one of the other subcategories list above.

Appendix B

PERSONNEL & FRINGE BENEFITS WORKSHEET									
Position	**Base Annual Salary**	**% of Time on Project**	**Monthly Salary Cost**	**# of Months**	**Total Salaries**	**Fringe Rate**	**Monthly Fringe Cost**	**Total Fringe**	**Total Salaries & Fringe**
Name and/or Title	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
	$ -	0%	$ -	0	$ -	0.00%	$ -	$ -	**$ -**
TOTALS			**$ -**		**$ -**		**$ -**	**$ -**	**$ -**

Vendor			
Project Name			
Contract Start / End Dates			
	Monthly Costs	# of Months	Total Contract Cost
I. PERSONNEL			
Salaries	$ -		$ -
Fringe Benefits	$ -		$ -
TOTAL PERSONNEL	**$ -**		**$ -**
II. TRAVEL			
Lodging	$ -	0	$ -
Meals	$ -	0	$ -
Mileage	$ -	0	$ -
Transportation	$ -	0	$ -
Other Travel**	$ -	0	$ -
TOTAL TRAVEL	**$ -**		**$ -**
III. PROGRAM/OPERATING			
Advertising/Marketing	$ -	0	$ -
Cell Phone(s)	$ -	0	$ -
Food	$ -	0	$ -
Internet Service	$ -	0	$ -
Meeting Expenses	$ -	0	$ -
Office Space	$ -	0	$ -
Office Supplies	$ -	0	$ -
Postage/Freight	$ -	0	$ -
Printing/Copy Services	$ -	0	$ -
Professional Development	$ -	0	$ -
Professional Services	$ -	0	$ -
Software	$ -	0	$ -
Telephone Services	$ -	0	$ -
Training Supplies	$ -	0	$ -
Other Program/Operating**	$ -	0	$ -
TOTAL PROGRAM/OPERATING	**$ -**		**$ -**
IV. EQUIPMENT			
Computers	$ -	0	$ -
Printers/Copiers/Faxes	$ -	0	$ -
Other Equipment**	$ -	0	$ -
TOTAL EQUIPMENT	**$ -**		**$ -**
TOTAL BUDGET	**$ -**		**$ -**
Additional information is required in the budget narrative.			

Appendix C
Program and Financial Reporting
Office of Early Learning

Program Report: A monthly narrative report is required, due on the 10th of the month for the previous month. Using the Work Plan outlined in Appendix A, and specifically the Implementation Plan, provide an update of progress, with an explanation of and plan to address any areas that are not on track.

In addition, provide a narrative responding to these questions.

1. What are your greatest points of progress to date?
2. What are the challenges you are experiencing? What are the strategies you are implementing to overcome these challenges?
3. What do you need to support your work from the Office of Early Learning?
4. Please provide a concrete case story that is appropriate for us to use in communicating about the work you are doing and its impact to date.

Financial Report and Payment: Financial report is due on the 10th of the month for the previous month.

Payment is rendered based on submission of both the program and financial report and satisfactory progress on implementation.

Submit the program and financial report electronically to:

- Brook Hughes, Manager, Finance and Administration, at brook.hughes@state.de.us
- XXX, name and specific information of the program lead.

Month Year					
Category	Current Expenses	Previously Billed Expenses	Total Expenses	Approved Contract Budget	Remaining Budget
I. PERSONNEL					
Salaries	$ -	$ -	$ -	$ -	$ -
Fringe Benefits	$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
II. TRAVEL					
Lodging	$ -	$ -	$ -	$ -	$ -
Meals	$ -	$ -	$ -	$ -	$ -
Mileage	$ -	$ -	$ -	$ -	$ -
Transportation	$ -	$ -	$ -	$ -	$ -
Other Travel**	$ -	$ -	$ -	$ -	$ -
TOTAL TRAVEL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
III. PROGRAM/OPERATING					
Advertising/Marketing	$ -	$ -	$ -	$ -	$ -
Cell Phone(s)	$ -	$ -	$ -	$ -	$ -
Food	$ -	$ -	$ -	$ -	$ -
Internet Service	$ -	$ -	$ -	$ -	$ -
Meeting Expenses	$ -	$ -	$ -	$ -	$ -
Office Space	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ -	$ -	$ -	$ -	$ -
Postage/Freight	$ -	$ -	$ -	$ -	$ -
Printing/Copy Services	$ -	$ -	$ -	$ -	$ -
Professional Development	$ -	$ -	$ -	$ -	$ -
Professional Services	$ -	$ -	$ -	$ -	$ -
Software	$ -	$ -	$ -	$ -	$ -
Telephone Services	$ -	$ -	$ -	$ -	$ -
Training Supplies	$ -	$ -	$ -	$ -	$ -
Other Program/Operating**	$ -	$ -	$ -	$ -	$ -
TOTAL PROGRAM/OPERATING	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
IV. EQUIPMENT					
Computers	$ -	$ -	$ -	$ -	$ -
Printers/Copiers/Faxes	$ -	$ -	$ -	$ -	$ -
Other Equipment**	$ -	$ -	$ -	$ -	$ -
TOTAL EQUIPMENT	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL BUDGET	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Appendix D

Contract Assurances
Office of Early Learning
Race to the Top – Early Learning Challenge Grant

I. Use of Funds

a. Fiscal Control

The Contractor shall establish and maintain fiscal control in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor must expend and account for grant funds in accordance with State laws and procedures and provide fiscal control and accounting procedures sufficient to permit the tracing of grant funds to a level of expenditures adequate to establish that such funds have been used for allowable costs. The Contractor must be able to provide sufficient evidence that all costs incurred are necessary and reasonable.

b. Fund Accounting

The Contractor shall establish and maintain fund accounting procedures in accordance with Generally Accepted Accounting Principles (GAAP). The Contractor will not commingle Grant funds with other funds under control of the Contractor, even if such other funds are used for similar purposes.

c. Laws and Regulations

Programs and projects funded in total or in part through this grant will operate in compliance with all applicable State and federal laws and regulations, including but not limited to the Code of Federal Regulations (CFR) and the Education Department General Administrative Regulations (EDGAR).

d. Programmatic Changes

The Contractor must receive prior written approval from the Office of Early Learning before implementing any programmatic changes with respect to the purposes for which the contract was awarded.

e. Supplantation

Funds made available under a RTTT-ELC grant must be used to supplement, not supplant, any Federal, State, or local funds that, in the absence of the funds awarded under this grant, would be available for increasing access to and improving the quality of Early Learning and Development Programs. The Contractor certifies that any Federal funds to be used under this Contract do not replace or supplant Federal, State of Delaware, or local funds for already-existing services. The Contractor warrants that any costs incurred pursuant to this Contract will not be allocable to or included as a cost of any other federally financed program in the current, a prior, or a subsequent period.

f. Construction/Renovation

The Contractor is prohibited from spending funds from the grant on construction, major renovations, or minor remodeling.

g. Health Services

The Contractor is prohibited from spending funds from the grant on the direct delivery of health services.

h. Conferences and Meetings

The Contractor may only use funds for conferences and meetings that are integral to the execution of the Contractor's goals and work plan. Funds cannot be used to pay for alcoholic beverages or entertainment, which includes costs for amusement, diversion and social activities. Costs for food for meetings and conferences must be necessary to accomplish a legitimate business purpose.

II. Reporting Requirements

a. Program Reports

The Contractor shall submit narrative reports based on the approved Implementation Plan which provide an update of progress, and where applicable, an explanation and next steps for areas that are not on track. The Contractor may be asked to provide additional reports if such updates are needed to satisfy Federal reporting requirements or other immediate needs as determined by the Office of Early Learning. See Appendix C for additional information.

b. Financial Reports

The Contractor shall submit monthly financial reports that support the amounts billed on monthly invoices. The Contractor may be asked to provide additional reports or data as needed to satisfy Federal reporting requirements or other immediate needs as determined by the Office of Early Learning. See Appendix C for additional information.

c. Grant-funded Salaries

The Contractor shall submit a Personnel Activity Certification for Federally Funded Salaries for each employee in compliance with Federal OMB directives in accordance with Circular A-87 (see Attachment D-1). The Time/Effort Report shall be submitted with the monthly invoice request for payment as applicable for each employee.

d. Federal Funding Accountability and Transparency Act (FFATA)

The Contractor shall submit the FFATA Data Collection Form for Subcontractors / Vendors (see Attachment D-2) as part of the contract execution process.

e. Lobbying

No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before Congress. The Contractor shall submit the Certification Regarding Lobbying form (see Attachment D-3) as part of the contract execution process.

f. Association of Community Organizations for Reform Now (ACORN)

The Contractor shall notify the Office of Early Learning and provide a reasonable period of time for the Office to respond, before it can agree to provide any portion of the funding under this contract to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. This condition takes into account Division B, Title I, Section 1104, of the Department of Defense and Full-Year Continuing Appropriations Act, 2011 (P. Law No. 112-10), which incorporates the conditions specified in Division E, Section 511 of the Consolidated Appropriations Act, 2010 (P. Law. No. 111-117), and pending litigation on related matters.

Records & Audits

g. Audit Requirements

Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations. Entities receiving $500,000 or more federal funds are required to have an annual financial and compliance audit in accordance with OMB Circular A-133.

h. Maintenance

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately document the provision of reimbursed services for purposes of programmatic or financial audit. The Contractor must maintain its financial and program records and agrees to preserve and, upon request, make available to the Office of Early Learning such records for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for five years or one (1) year following the termination of such litigation (whichever is later).

i. Availability for Audits and Program Review

The Contractor agrees to make such records available for inspection, audit, or reproduction to any official State of Delaware representative in the performance of his/her duties under this Contract. The Contractor agrees that an on-site program review, including, but not limited to, review of financial records including all related backup documentation, service records, service policy, and procedural issuances may be conducted at any reasonable time, with or without notice, by the Office of Early Learning when it is concerned with or about the services performed hereunder. Failure by the Contractor to accord the Office of Early Learning reasonable and timely access for on or off-site fiscal or program review or to necessary records for financial, programmatic, or organizational audit may, at the Office of Early Learning's discretion, be deemed a material breach of this Contract and good cause for immediate termination of the this Contract, and the Office of Early Learning shall not be liable for any services provided after the date of such termination.

j. Costs Owing

The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Office of Early Learning for disallowances shall be drawn from the Contractor's own resources and not charged to the Contract costs or cost pools indirectly charging Contract costs.

k. Contract Termination

The Contractor shall maintain program records for a period of five (5) years from the date services were rendered by the Contractor and shall make these records available on request by the Department, notwithstanding any termination of this Contract.

III. Participation in Federal Activities

a. Evaluations

The Contractor must comply with the requirements of any evaluation sponsored by the U.S. Department of Education or the U.S. Department of Health and Human Services of any of the Contractor's activities carried out with the grant.

b. Cross-state Initiatives

In conjunction with the State of Delaware, the Contractor must comply with the requirements of any cross-State evaluation—as part of a consortium of States – of any of the State's proposed

reforms, if that evaluation is coordinated or funded by the U.S. Department of Education or the U.S. Department of Health and Human Services, including by using common measures and data collection instruments and collecting data necessary to the evaluation.

c. Work product

Unless otherwise protected as proprietary information by Federal or State law or a specific written agreement, the Contractor must make any work (e.g., materials, tools, processes, systems) developed under the grant freely available to the public, including by posting the work on a website identified or sponsored by the U.S. Department of Education or the U.S. Department of Health and Human Services. Any websites developed under this grant must meet government or industry-recognized standards for accessibility.

IV. Other Compliance Requirements

a. Eligibility

If the amount of this contract exceeds $25,000, the Contractor certifies that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

b. Conflicts of Interest

The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."

c. Anti-Discrimination

i. Equal Employment Opportunity Practices

The Contractor agrees to comply with all the terms, provisions, and requirements of Title VII of the Civil Rights Act of 1964, Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in the U.S. Department of Labor regulations and any other applicable Federal, state, local, or other equal employment opportunity act, law, statute, regulation and policy, along with all amendments and revisions of these laws, in the performance of this Contract.

ii. Non-Discrimination Provisions and Requirements

The Contractor agrees to comply with all the terms, requirements, and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and any other applicable Federal, state, local or other anti-discriminatory act, law, statute, regulation, or policy, along with all amendments and revisions of these laws, in the performance of this Contract, and will not discriminate against any applicant, employee, or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability, status as a person in a marriage versus a person in a civil union, veteran's status or any other unlawful discriminatory basis or criteria.

d. Privacy Laws

The Contractor must comply with the requirements of all applicable Federal, State, and local privacy laws, including the requirements of the Family Educational Rights and Privacy Act

(FERPA), the Health Insurance Portability Accountability Act (HIPAA), and the privacy requirements in the Individuals with Disabilities Education Act (IDEA), and their applicable regulations.

V. Cooperation with Office of Early Learning

a. Overall

The Contractor agrees to cooperate with the Office of Early Learning.

b. Meetings and Communication

The Contractor agrees to timely participation in regular and periodic meetings, conferences, phone calls, etc. organized by the Office of Early Learning to in support of monitoring and accountability, program development and implementation, and quality improvement. The Contractor agrees to be responsive to requests for additional written information beyond the reports required through this contract as part of the commitment to further the overall purpose of the contract.

c. Branding

The Contractor agrees to use branding materials and guidelines as provided by the Office of Early Learning in its identification and promotion of the work supported through this contract.

Attachment D-1
Office of Early Learning
Contractor Personnel Activity Certification
For Federally Funded Salaries

The federal government requires a certain level of accounting of employee time when any portion of the salary for that employee is paid for with federal funds. OMB Circular A-87 outlines how the time of such an employee is to be reported. This applies only to cost reimbursable contracts where salaries are included in the budget and are potentially paid for with federal funds.

Whenever salaries are specifically included in a contract which the Office of Early Learning is funding in any proportion with federal funds the Contractor is required to "certify" the activity of personnel compensated via that contract. This report shall be submitted with the monthly invoice request for payment as applicable for ***each*** employee.

In accordance with OMB Circular A-87, Attachment B, Section 8 (h), I certify as follows for the time period indicated below:

For the Month(s) of: _____ _____
Month **Year**

Employee Name: _____

Please check the box that applies:

I spent 100% of my time and effort on activities related to contract number _____

My time and effort was divided between the following activities as follows:

CONTRACT #	% of Activity on Contract	% of Activity on Non-Contract

_____
Employee's Signature

Attachment D-2

Office of Early Learning
FFATA Data Collection Form for Subcontractors / Vendors

The Federal Funding Accountability and Transparency Act (FFATA), passed in 2006 and amended in 2008, requires entities receiving financial assistance through Federal awards (including contracts, sub-contracts, grants, and sub-grants) to report selected information to be published on usaspending.gov. As a prime awardee, the Office of Early Learning is required to file FFATA reports on a monthly basis. To ensure reports are filed accurately and timely, all awarded sub-contractors/vendors are required to complete the form below during the contract execution process. Failure to furnish this required information will delay the signing and execution of said contract.

Title of Federal Award Project:	Race to the Top – Early Learning Challenge
Prime Federal Award ID:	S412A120006
Federal Sponsor:	Department of Education
Subcontract Amount:	

Subcontractor/Vendor: Please provide the following information as it appears in your Central Contractor Registration (CCR) profile.

Name/DBA: _____

DUNS Number: _____

Address: _____
Street

_____ _____ _____
City State Zip

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

_____ _____ _____
City State Zip

In the preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number you provided belongs) receive:

- 80% or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements ☐ Yes ☐ No
- $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? ☐ Yes ☐ No

If either of the above questions are answered "No," then please proceed to the "Prepared By" section on Page 2. If both questions are answered "Yes," then please continue to the next question at the top of Page 2.

Does the public have access to information about the compensation of the five most highly compensated executives in your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes ☐ No

If answered yes, then no additional information is required. If answered no, please list the names and total compensation of your business/organization's five most highly compensated officers:

Name	Total Compensation

Please provide contact information for the person completing this form so they may be contacted if any information provided on this form is unclear or incomplete. Please note that incomplete or missing information may delay the contract execution process.

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

Attachment D-3
CERTIFICATION REGARDING LOBBYING

Applicants must review the requirements for certification regarding lobbying included in the regulations cited below before completing this form. Applicants must sign this form to comply with the certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying." This certification is a material representation of fact upon which the Department of Education relies when it makes a grant or enters into a cooperative agreement.

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

(1) 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

Contract Number: _____

Applicant's Organization: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

_____ _____

Signature **Date**

Attachment C: **Early Learning Challenge Form**

Early Learning Challenge Form

Applicant Name: _____

Applicant Project Manager:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Certifications by Authorized Institutional Official:

_____ **Initials** — The Applicant certifies that he/she has read the Office of Early Learning's contract boilerplate and, if awarded, the organization agrees to execute a contract using language contained in the boilerplate without further modification.

_____ **Initials** — The Applicant certifies that he/she has read the Office of Early Learning's contract Appendix A, B, C, and D and agrees to the terms and conditions contained therein.

The Applicant certifies that to the best of his/her knowledge the information in this proposal is correct, that the filing of this application is duly authorized by the governing body of the organization or institution, and that the applicant will comply with the terms, conditions, and assurances contained in the contract and appendices, if awarded.

Typed or Printed Name of Authorized Official	**Title**
Signature of Authorized Official	**Date**