

CONTRACT
Shared Services Feasibility Study RFP# 2014-11

This Agreement (“Agreement”) is effective only upon the execution of a State of Delaware Purchase Order and will end on **December 31**, 2014, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and ***Third Sector New England/Opportunities Exchange***, hereafter referred to as Third Sector.

WHEREAS, DDOE desires to obtain certain services to **develop a feasibility study for shared services to support maximum quality and efficiency for the programs in Delaware STARS**; and

WHEREAS, THIRD SECTOR desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and THIRD SECTOR 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 THIRD SECTOR agree as follows:

1. Services.

1.1 THIRD SECTOR 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 F; and (c) THIRD SECTOR’s response to the request for proposals, attached hereto as Appendix G. 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 THIRD SECTOR 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 THIRD SECTOR, 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 THIRD SECTOR for any aspect of its performance under this

Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 THIRD SECTOR will not be required to make changes to its scope of work that result in THIRD SECTOR'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 December 31, 2014.

2.2 DDOE will pay THIRD SECTOR 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 B.

2.3 DDOE's obligation to pay THIRD SECTOR for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$ 49,155.20. It is expressly understood that the work defined in the appendices to this Agreement must be completed by THIRD SECTOR and it shall be THIRD SECTOR'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 THIRD SECTOR.

2.4 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR, 89 South Street, Boston MA 02111.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by THIRD SECTOR. If an Appendix specifically provides for expense reimbursement, THIRD SECTOR shall be

reimbursed only for reasonable expenses incurred by THIRD SECTOR 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 THIRD SECTOR all damages, costs and expenses caused by THIRD SECTOR's negligence, resulting from or arising out of errors or omissions in THIRD SECTOR's work products, which have not been previously paid to THIRD SECTOR.

2.8 Invoices shall be submitted to: Jason Gardner
Manager, Finance & Administration
820 N. French Street. 5th Floor
Wilmington DE 19801

3. Responsibilities of THIRD SECTOR.

3.1 THIRD SECTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by THIRD SECTOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, THIRD SECTOR shall follow practices consistent with generally accepted professional and technical standards. THIRD SECTOR 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, THIRD SECTOR shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. THIRD SECTOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by THIRD SECTOR's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the THIRD SECTOR 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. THIRD SECTOR will not produce a work product that violates or infringes on any

copyright or patent rights. THIRD SECTOR 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 THIRD SECTOR shall not in any way relieve THIRD SECTOR of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of THIRD SECTOR'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 THIRD SECTOR shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by THIRD SECTOR's performance or failure to perform under this Agreement.

3.4 THIRD SECTOR 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 THIRD SECTOR's associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
	Ronnie Bloom		100%
	John Weiser		100%

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, THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR is unsuitable to DDOE for good cause, THIRD SECTOR shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

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

3.7 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR'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 THIRD SECTOR in the performance of services under this Agreement and will be available for consultation with THIRD SECTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.

5.3 The services performed by THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR. It is understood that DDOE's representatives' review comments do not relieve THIRD SECTOR 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 THIRD SECTOR 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.

THIRD SECTOR shall return any original data provided by DDOE.

5.6 DDOE shall assist THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR's name, either express or implied, in any of its advertising or sales materials. THIRD SECTOR 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 THIRD SECTOR 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. THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR retains title, whether individually by THIRD SECTOR 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 THIRD SECTOR 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, THIRD SECTOR 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 THIRD SECTOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of THIRD SECTOR 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 THIRD SECTOR warrants that its services will be performed in a good and workmanlike manner. THIRD SECTOR 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 THIRD SECTOR for DDOE in connection with the provision of the Services, THIRD SECTOR shall pass through or assign to DDOE the rights THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR, its agents or employees, or (B) THIRD SECTOR'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) THIRD SECTOR shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) THIRD SECTOR 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 THIRD SECTOR in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, THIRD SECTOR will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. THIRD SECTOR 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 THIRD SECTOR; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by THIRD SECTOR; (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 THIRD SECTOR's opinion is likely to be, held to be infringing, THIRD

SECTOR 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 THIRD SECTOR's entire liability with respect to infringement.

9.3 DDOE agrees that THIRD SECTOR' 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 THIRD SECTOR negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to THIRD SECTOR.

In no event shall THIRD SECTOR 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 THIRD SECTOR has been advised of the likelihood of such damages.

10. Employees.

10.1 THIRD SECTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by THIRD SECTOR 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 THIRD SECTOR 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, THIRD SECTOR 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. THIRD SECTOR 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 THIRD SECTOR acknowledges that THIRD SECTOR and any subcontractors, agents or employees employed by THIRD SECTOR 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 THIRD SECTOR shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, THIRD SECTOR 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 THIRD SECTOR under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to THIRD SECTOR at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay THIRD SECTOR its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. THIRD SECTOR shall not perform further work under this Agreement after the effective date of suspension. THIRD SECTOR 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 THIRD SECTOR for any cause other than the error or omission of the THIRD SECTOR, for an aggregate period in

excess of 30 days, THIRD SECTOR shall be entitled to an equitable adjustment of the compensation payable to THIRD SECTOR under this Agreement to reimburse THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of THIRD SECTOR'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 THIRD SECTOR shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of THIRD SECTOR assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of THIRD SECTOR to fulfill contractual

obligations it is determined that THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR, 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 THIRD SECTOR or any agent or representative of THIRD SECTOR 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 THIRD SECTOR it could pursue in the event of a breach of this Agreement by THIRD SECTOR.

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 THIRD SECTOR 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 THIRD SECTOR, without prior written approval of DDOE.

15.3 Approval by DDOE of THIRD SECTOR's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve THIRD SECTOR 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 THIRD SECTOR shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by THIRD SECTOR, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of the THIRD SECTOR'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.

THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR 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, THIRD SECTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. THIRD SECTOR 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 THIRD SECTOR 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. THIRD SECTOR 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 THIRD SECTOR acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. THIRD SECTOR 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 THIRD SECTOR in breach of the Agreement, terminate the Agreement, and designate THIRD SECTOR as non-responsible.

20.6 THIRD SECTOR 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 THIRD SECTOR 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 THIRD SECTOR's performance and records pertaining to this Agreement at the THIRD SECTOR business office during normal business hours.

21. Insurance.

21.1 THIRD SECTOR 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. THIRD SECTOR 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, THIRD SECTOR 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. THIRD SECTOR 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: Third Sector New England on behalf of Opportunities
Exchange
89 South Street
Suite 700
Boston, MA 02111

DDOE: Karen Field Rogers
Associate Secretary, Financial Reform & Resource Mgmt.
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: Harriet Dichter

Next Page for Signatures.

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

Jonathan Spack
Original on File

Executive Director
Third Sector New England

2/7/14
Date

Delaware Department of Education
Original on File

Karen Field Rogers
Associate Secretary, Financial Reform &
Resource Management

2/7/14
Date

[Signature] *af*
Initial Finance Director

Original on File

Branch Associate Secretary

Date

Initial Work Group
Director

Office of Early Learning

Work Plan: Assessment of the Potential for the Use of a Shared Services Approach in the Early Care and Education Industry in Delaware

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

This work plan is for an assessment of the feasibility and viability of a Shared Services approach to the delivery of early care and education services in the State of Delaware. By taking advantage of economies of scale and specialization, Shared Services can strengthen the sustainability of community-based early learning programs by streamlining services and allowing the reinvestment of cost and time savings into enhanced program quality. The approach can take the form of Alliances, or "Intensive Shared Services," that bring specific programs together to offer a range of coordinated and comprehensive services. The approach could also entail the creation of a web-based platform that makes administrative tools, practical information and bulk purchasing widely available.

The project will consist of: 1) educating key stakeholders about the opportunities afforded by a Shared Services approach; 2) researching providers' and other stakeholders' interest in engaging in new business models such as Alliances; 3) analyzing the capacity of stakeholders to spearhead and implement the necessary changes in business practices required by a Shared Services approach; 4) identifying the most feasible options for the creation of a Shared Services initiative in the early learning community in Delaware; and 5) exploring the policy implications of such an initiative.

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 January 1, 2014, and the end date is December 31, 2014.

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.

<p>Goal: (List the goal to which the objective is aligned) This project will address all of the Early Learning Challenge goals. Assessing the strengths, challenges and needs of the early childhood community would enable the establishment of both intensive Shared Service alliances, and the creation of a web-based tool that could reach a broader spectrum of the provider community. Successful implementation of either approach would provide an infrastructure and a framework for programs to expand comprehensive screening and facilitate the sustainability of high-quality early learning settings for high need children. Both Shared Services approaches would also provide mechanisms for early learning programs to align with the K-12 system through curricula and professional development opportunities, and could potentially strengthen the early learning system as a whole and incentivize service improvements.</p>			
<p>Objective: A measurable outcome (What you will accomplish) The objective of this project is to provide the Office of Early Learning with an analysis of the feasibility of implementing Shared Services alliances and/or web-based tools in the early learning community in Delaware. In addition, the early learning community will be more knowledgeable regarding the opportunities and options that a Shared Services approach could provide.</p>			
<p>Deliverables: Specific activities and strategies to meet the objective (What you will do)</p>	<p>Staff: Lead staff, staff from partner organizations. Note who is responsible for the deliverables.</p>	<p>Timeline: Date for completing the work (When deliverables will be met)</p>	<p>Intended Results: Evidence that shows progress to meet the objective (How you know you will be successful)</p>
<p>Phase 1: Educate Stakeholders & Provide Preliminary Assessment of Interest</p> <ul style="list-style-type: none"> • Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning. • Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries. 	<p>John Weiser & Ronnie Bloom</p>	<p>January – February, 2014</p> <p>(8.5 days)</p>	<p>Meetings occur; information collected, analyzed and presented to state staff regarding preliminary assessment of stakeholder interest.</p>

<ul style="list-style-type: none"> • Present seminar on Shared Services approach to large group of key stakeholders. • Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning. 			<p>Stakeholder community introduced to Shared Services concepts and educated about opportunities and options afforded by Shared Services approach.</p>
<p>Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services</p> <ul style="list-style-type: none"> • Additional individual in-person interviews with key stakeholders. • Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity. • Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning. 	<p>John Weiser & Ronnie Bloom</p>	<p>February-March 2014 (8 days)</p>	<p>Stakeholder capacity and potential needs of provider community that could be addressed by Shared Services determined and communicated to state staff.</p>
<p>Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Services.</p> <ul style="list-style-type: none"> • In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding. • Share information about Agreements with Office of Early Learning by telephone conference. 	<p>John Weiser & Ronnie Bloom</p>	<p>March - April 2014 (7.5 days)</p>	<p>Potential leaders/champions for Shared Services initiatives identified.</p>

<p>Final Report:</p> <ul style="list-style-type: none"> • Analyze data, develop findings and recommendations about next steps, along with a potential timeline and budget for completing those steps. • Produce draft Report in PowerPoint format, share with state staff, revise and submit. 	<p>John Weiser & Ronnie Bloom</p>	<p>April – May 2014 (5.5 days)</p>	<p>Final report (PowerPoint) of analysis and recommendations submitted.</p>
<p>Throughout project: Coordinate with Contracting Project, and explore strategies and policy options for using Contracts in Shared Services Alliances.</p>	<p>John Weiser, Ronnie Bloom & Louise Stoney</p>	<p>January – May, 2014</p>	<p>Participate in joint meetings, share findings, collaboratively review draft recommendations from both projects and integrate where appropriate.</p>

Office of Early Learning

Budget Narrative: Assessment of the Potential for the Use of a Shared Services Approach in the Early Care and Education Industry in Delaware

A. Personnel:

- **Ronnie Bloom, Opportunities Exchange Partner (69%)**

Ms. Bloom has shared responsibility with Mr. Weiser for planning, organizing and directing the implementation of this feasibility assessment. She has joint responsibility with Mr. Weiser for the following tasks:

Phase 1: Educate Stakeholders and Provide Preliminary Assessment of Interest

- Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning.
- Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries.
- Present seminar on Shared Services approach to large group of key stakeholders.
- Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning.

Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services

- Additional individual in-person interviews with key stakeholders.
- Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity.
- Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning.

Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Service Initiatives.

- In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding.
- Share information about Agreements with Office of Early Learning by telephone conference.

Final Report:

- Analyze data, develop findings and recommendations.
- Produce draft Report in PowerPoint format, share with state staff, revise and submit.

- **John Weiser, Opportunities Exchange Partner (58%)**

Mr. Weiser has shared responsibility with Ms. Bloom for planning, organizing and directing the implementation of this feasibility assessment. He has joint responsibility with Ms. Bloom for the following tasks:

Phase 1: Educate Stakeholders and Provide Preliminary Assessment of Interest

- Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning.

- Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries.
- Present seminar on Shared Services approach to large group of key stakeholders.
- Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning.

Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services

- Additional individual in-person interviews with key stakeholders.
- Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity.
- Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning.

Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Service Initiatives.

- In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding.
- Share information about Agreements with Office of Early Learning by telephone conference.

Final Report:

- Analyze data, develop findings and recommendations.
- Produce draft Report in PowerPoint format, share with state staff, revise and submit.

A fringe benefit rate of 10.8% is included for both Ms. Bloom and Mr. Weiser. The fringe rate of 10.8% includes the following:

- Social Security & Medicare: 7.65%
- Workers' Compensation: 0.25%
- Unemployment Insurance: 2.90%

B. Travel

The two Opportunities Exchange Partners will be required to travel three times to Delaware. Each trip will have two overnight stays. Cost estimates were based on the following:

- Transportation: 3 round trips at \$410 per round trip for a total of \$1,230 (estimate based on current published fares)
- Lodging: 12 nights at \$114 per night for a total of \$1,368 (estimate based on GSA rates).
- Meals and Incidentals: 12 days at \$56 per day for a total of \$673 (estimate based on GSA per diem allowance for Delaware).
- Mileage: Driving to and from Delaware, plus mileage within Delaware: 140 miles total at .56 per mile for a total of \$78.40 (estimate based on Federal mileage reimbursement rate)

C. Program/Operating

- Meeting Expenses – We will host 2 seminars for 40 people. Each meeting will require providing lunch for the participants (\$400/meeting), total seminar cost of \$800. We will also host 2 focus

groups in the evening for 10 people. Each meeting will require providing dinner for participants (\$200 per meeting), total focus group cost of \$400. The total meeting cost is \$1,200 over the course of the contract.

- Copying – we will spend \$2.00 apiece for 100 copies to be distributed at seminars and focus groups for total of \$200 in copying.
- Office Space– Opportunities Exchange currently spends \$23,112 on rent. The amount charged here is 50% of the rent expense for a 13 week period, which is slightly less than the pro-rata share of the Opportunities Exchange office space costs for the period of the project.
- Professional Services – Opportunities Exchange purchases accounting, legal, human resources, insurance, and training services from Third Sector New England. \$6042.22 represents the pro-rata share of Opportunities Exchanges purchase, based on dollars covered in the purchasing contract.

Third Sector New England
 Opportunities Exchange
 1/1/2013 - 4/30/2013

Appendix B

	Monthly Costs	# of Months	Total Contract Cost
I. PERSONNEL			
Salaries	\$ 7,973.10		\$ 31,892.40
Fringe Benefits	\$ 861.09		\$ 3,444.38
TOTAL PERSONNEL	\$ 8,834.19		\$ 35,336.78
II. TRAVEL			
Lodging	\$ 456.00	3	\$ 1,368.00
Meals	\$ 224.00	3	\$ 672.00
Mileage	\$ 78.40	3	\$ 235.20
Transportation	\$ 410.00	3	\$ 1,230.00
Other Travel**	\$ -	0	\$ -
TOTAL TRAVEL	\$ 1,168.40		\$ 3,505.20
III. PROGRAM/OPERATING			
Advertising/Marketing	\$ -	0	\$ -
Cell Phone(s)	\$ -	0	\$ -
Food	\$ -	0	\$ -
Internet Service	\$ -	0	\$ -
Meeting Expenses	\$ 600.00	2	\$ 1,200.00
Office Space	\$ 722.25	4	\$ 2,889.00
Office Supplies	\$ -	0	\$ -
Postage/Freight	\$ -	0	\$ -
Printing/Copy Services	\$ 200.00	1	\$ 200.00
Professional Development	\$ -	0	\$ -
Professional Services	\$ 1,506.06	4	\$ 6,024.22
Software	\$ -	0	\$ -
Telephone Services	\$ -	0	\$ -
Training Supplies	\$ -	0	\$ -
Other Program/Operating**	\$ -	0	\$ -
TOTAL PROGRAM/OPERATING	\$ 3,028.31		\$ 10,313.22
IV. EQUIPMENT			
Computers	\$ -	0	\$ -
Printers/Copiers/Faxes	\$ -	0	\$ -
Other Equipment**	\$ -	0	\$ -
TOTAL EQUIPMENT	\$ -		\$ -
TOTAL BUDGET	\$ 13,030.90		\$ 49,155.20

**Additional information is required in the budget narrative.

Third Sector New England Opportunities Exchange 1/1/2013 - 4/30/2013		
Budget Categories		Totals
Personnel	\$	31,892
Fringe Benefits	\$	3,444
Travel	\$	3,505
Operating	\$	10,313
Equipment	\$	-
TOTAL Contract Costs	\$	49,155

Do not enter data on this page! Data will be pulled from the detail worksheets ("Budget Details" & "Personnel & Fringe Detail").

August 2012

Enter the month and year you are reporting for.

Category	Current Expenses	Previously Billed Expenses	Total Expenses	Approved Contract Budget	Remaining Budget
I. PERSONNEL					
Salaries	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 100,000.00	\$ 90,000.00
Fringe Benefits	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 30,000.00	\$ 27,000.00
TOTAL PERSONNEL	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 130,000.00	\$ 117,000.00
II. TRAVEL					
Lodging	\$ -	\$ -	\$ -	\$ -	\$ -
Meals	\$ -	\$ -	\$ -	\$ -	\$ -
Mileage	\$ 100.00	\$ -	\$ 100.00	\$ 1,000.00	\$ 900.00
Transportation	\$ -	\$ -	\$ -	\$ -	\$ -
Other Travel**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL TRAVEL	\$ 100.00	\$ -	\$ 100.00	\$ 1,000.00	\$ 900.00
III. PROGRAM/OPERATING					
Advertising/Marketing	\$ 500.00	\$ -	\$ 500.00	\$ 5,000.00	\$ 4,500.00
Cell Phone(s)	\$ 100.00	\$ -	\$ 100.00	\$ 1,200.00	\$ 1,100.00
Food	\$ -	\$ -	\$ -	\$ -	\$ -
Internet Service	\$ -	\$ -	\$ -	\$ -	\$ -
Meeting Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Office Space	\$ -	\$ -	\$ -	\$ -	\$ -
Office Supplies	\$ 100.00	\$ -	\$ 100.00	\$ 1,200.00	\$ 1,100.00
Postage/Freight	\$ -	\$ -	\$ -	\$ -	\$ -
Printing/Copy Services	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Development	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone Services	\$ 100.00	\$ -	\$ 100.00	\$ 1,200.00	\$ 1,100.00
Training Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Program/Operating**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PROGRAM/OPERATING	\$ 800.00	\$ -	\$ 800.00	\$ 8,600.00	\$ 7,800.00
IV. EQUIPMENT					
Computers	\$ 250.00	\$ -	\$ 250.00	\$ 3,000.00	\$ 2,750.00
Printers/Copiers/Faxes	\$ -	\$ -	\$ -	\$ -	\$ -
Other Equipment**	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EQUIPMENT	\$ 250.00	\$ -	\$ 250.00	\$ 3,000.00	\$ 2,750.00
TOTAL BUDGET	\$ 14,150.00	\$ -	\$ 14,150.00	\$ 142,600.00	\$ 128,450.00

Enter data in the areas shaded in blue. The remaining columns will calculate automatically.

Monthly Report of Expenditures

Appendix C

Jan-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Feb-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Mar-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Apr-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

May-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Jun-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Jul-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Aug-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Sep-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Oct-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Nov-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

Monthly Report of Expenditures

Dec-14

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	\$ -	\$ -	\$ -	\$ -	\$ -

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.

III. Records & Audits

A. 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.

B. 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).

C. 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.

D. 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.

E. 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.

IV. 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.

V. 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.

VI. 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.

**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

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.

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

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:	

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

Office of Early Learning Logo Usage and Guidelines (May 2013)

For contracts funded, in full or in part, through the Early Learning Challenge grant, the Office of Early Learning has these expectations of contractors:

- 1) Where the contractor acknowledges funders and/or partners in any document that is public, specifically including websites, brochures, etc. promoting the service or program funded, it is expected that the Office of Early Learning will be acknowledged and that its logo will appear along with the names of other funders/partners and their logos.
- 2) The Office of Early Learning encourages recipients of Early Learning Challenge funding to promote the partnership between the organization funded and the Office of Early Learning and others who are participating in the State's effort to create a strong, high quality early childhood system of services and supports to improve the outcomes of children, better preparing them for school and life.



Contractors are expected to adhere to the following guidelines with regard to use of the Office of Early Learning logo:

Do:

- Always use the electronic or hard copy reproduction art provided to reproduce the Delaware Office of Early Learning logo.
- Keep all elements of the logo together.
- Always position the logo in a clear area free from other text and graphics.
- Use only the official colors when reproducing the logo in more than one color.
- Enlarge or reduce the full logo proportionately. For example, do not change the size of the type in relation to the start, or vice versa.
- Use the logo along with your own unique branding where the Office of Early Learning is a funder or implementation partner.
- Include the logo on your website if you are a partner or promoting the Delaware Office of Early Learning.
- Include the logo on promotional materials for your service program.

Do not:

- Alter the logo in any way.
- Add any new elements.
- Change the logo in any way.

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE

SHARED SERVICES FEASIBILITY STUDY

ISSUED BY DELAWARE OFFICE OF EARLY LEARNING



RFP # DOE 2014-11

SHARED SERVICES FEASIBILITY STUDY

November 21, 2013

Deadline to Respond: December 6, 2013 3:00pm Eastern Time

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**REQUEST FOR PROPOSALS FOR SHARED SERVICES FEASIBILITY
STUDY**

ISSUED BY DELAWARE OFFICE OF EARLY LEARNING

RFP # 2014-11

I. Overview

The State of Delaware Department of Education, (DDOE) seeks proposals for professional services to support advancement of select initiatives of the Early Learning Challenge. 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: November 21, 2013
Cut-off Date for Questions:	Date: November 27, 2013
Deadline for Receipt of Proposals	Date: December 6, 2013
Notification of Award	Date: December 13, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the consultant'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

A. Overview

As part of the Race to the Top: Early Learning Challenge federal initiative, the Office of Early Learning (OEL) is requesting proposals for a feasibility study for shared services to support maximum quality and efficiency for the programs participating in Delaware Stars.

This work will commence is for calendar year 2014.

B. 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 – such as 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 his work are being provided to the State of Delaware though the Race to the Top: Early Learning Challenge, a competitive initiative of the U.S. Department of Education and Health and Human Services. The Feasibility Study for Shared Services is 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, outlined 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

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: Support programs moving through Stars
- Strategy 3: Provide financial incentives for education and retention of Stars educators

Goal 3: Build Connections between Early Learning and K-12 Schools

- Strategy 1: Implement Early Learner Survey
- Strategy 2: Create Early Learning Teams in high-needs communities to foster early childhood/k-12 links
- Strategy 3: Link high school and college professional development for early learning educators

Goal 4: Sustain a Thriving Statewide Early Learning System

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

C. Key Responsibilities

The key responsibilities are for an assessment of the feasibility and viability of a Shared Services approach to the delivery of early care and education services in the State of Delaware. By taking advantage of economies of scale and specialization, Shared Services can strengthen the sustainability of community-based early learning programs by streamlining services and allowing the reinvestment of cost and time savings into enhanced program quality. The approach can take the form of Alliances, or "Deep Shared Services," that bring specific programs together to offer a range of coordinated and comprehensive services. The approach could also entail the creation of a web-based platform that makes administrative tools, practical information and bulk purchasing widely available.

The project will consist of: 1) educating key stakeholders about the opportunities afforded by a Shared Services approach; 2) researching providers' and other stakeholders' interest in engaging in new business models such as Alliances; 3) analyzing the capacity of stakeholders to spearhead and implement the necessary changes in business practices required by a Shared Services approach; 4) identifying the most feasible options for the creation of a Shared Services initiative in the early learning community in Delaware; and 5) exploring the policy implications of such an initiative.

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. **Understanding of the Issues (10 Points)**
Includes elements addressed above in Scope of Services.
2. **Consulting Individual Qualifications and Experience (35 Points)**
Includes all elements addressed above in "Qualifications & Experience" (Part IV, Section B, Number 2, Letter F).
3. **Specifications of Work to be Performed (40 Points)**
Includes all elements addressed above in Scope of Services.
4. **Cost Proposal (15 Points)**
Includes all elements addressed above as well as in Scope of Services.

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.

**Harriet Dichter, Executive Director
Delaware Office of Early Learning
820 North French Street, 5th Floor
Wilmington, DE 19801
Harriet.Dichter@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 4 paper copies and 2 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 the proposal is privileged and confidential.

- a. **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 for 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 and all exceptions taken to the RFP requirements.
- b. **Early Learning Challenge Form (Attachment C)**
- c. **Title Page**
The title page shall include
 - RFP title and number
 - Name of applicant
 - Applicant's full address
 - Applicant's phone number and email
 - Name and title of the applicant's designated contact person
 - Bid due date and time
- d. **Table of Contents**
The Table of Contents shall include a clear and complete identification of information presented by section and page number.
- e. **Statement of Work**
Using the instructions provided in Attachment B, Appendix A, prepare a Work Plan that addresses the items in the Scope of Service, Section II above. The work plan shall describe, in clear and specific terms, the key goals, objectives, activities and

results necessary to conduct the concurrent validity study. Specific completion dates for the various tasks must be included. The work plan should include specific objectives, activities, strategies, and resources.

f. **Qualifications and Experience (5 page limit)**

i. **Description of the Consultant/Organization**

Present a detailed statement of qualifications and summary of relevant experience.

ii. **Organizational Description and Qualifications**

Provide the organizational description and qualifications.

iii. **Organizational Experience**

Briefly describe the history of the Bidder's organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics (e.g., understanding of the nuances of early childhood settings vs. K-12 settings) of the organization which would make it especially qualified to perform the required work activities.

iv. **Description of Experience with Similar Projects**

Provide a description of five projects that occurred within the past five years which reflect experience and expertise needed in performing the functions described in the "Scope of Services" portion of this RFP. For each of the five examples provided, a contact person from the client organization involved should be listed, along with that person's telephone number and email.

Contract history with the State of Delaware, whether positive or negative, may be considered in rating proposals even if not provided by the Bidder.

g. **Budget**

Using the forms and instructions found in Attachment B, Appendix B, please prepare a budget with narrative for the calendar year 2013. 100% of the funds for this initiative are derived from the federal Early Learning Challenge. The total amount available is \$60,000.00.

h. **Additional Required Documents**

- I. Proof of Delaware Business License, or a statement that the applicant will secure a Delaware Business License prior to beginning the project.
- II. Articles of incorporation.
- III. IRS certification of tax-exempt status if applicable.
- IV. Proof of Professional Liability Insurance in the amount of \$1,000,000.00.
- V. 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). 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.
- VI. 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.
- VII. Completed Early Learning Challenge Form, see Attachment C.
- VIII. Job Descriptions and Resumes of Key Personnel.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM local time** on December 6, 2013. The outside of the proposal package must be clearly labeled "RFP # DOE – **2014-11- Shared Services Feasibility Study.**" The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kimberly Wheatley, 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 September 30, 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 **December 6, 2014**. 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/rfp/submit/> 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 **November 27, 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/rfp/Listing/> 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.

b. 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 be comprised of 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
Understanding of the Issues (10 Points) Includes elements addressed above in "Introduction" (Part II, Section B) and in "Delaware Early Learner Survey (DE-ELS) Overview" (Part II, Section C.)	10
Organization Qualifications and Experience (35 Points) Includes all elements addressed above in "Qualifications & Experience" (Part IV, Section B, Number 2, Letter F).	35
Specifications of Work to be Performed (40 Points) Includes all elements addressed above in "Delaware Early Learner Survey (DE-ELS) Overview" (Part II, Section C) and in "Key Responsibilities" (Part II, Section D).	40
Cost Proposal (15 Points) Includes all elements addressed above as well as in "Overview" Part II, Section A).	15
Total	100%

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, 2014. 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:

Jason Gardner, Finance and Administration Manager

Delaware Office of Early Learning
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: OEL Contract Appendix A, B, C and D

**Appendix A
Office of Early Learning
Work Plan Format
(Insert Time Period)**

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 through 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: 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. **Budget Summary Tab**

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. **SAMPLE Personnel & Fringe Detail Tab**

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. **Personnel**

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. Travel

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. $100 \text{ miles/mo} \times 12 \text{ months} \times \$0.55/\text{mile} = \$660.00$.

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. Program/Operating

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. Equipment

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 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:

- Jason Gardner, Manager, Finance and Administration, at jason.gardner@state.de.us
- Harriet Dichter, Executive Director, at harriet.dichter@state.de.us

**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.

III. Records & Audits

a. 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.

b. 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).

c. 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.

d. 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.

e. 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.

IV. 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.

V. 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.

VI. 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.

**Appendix 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

**Appendix 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:	

Appendix 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: _____

Application 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

Appendix E

Office of Early Learning Logo Usage and Guidelines (May 2013)

For contracts funded, in full or in part, through the Early Learning Challenge grant, the Office of Early Learning has these expectations of contractors:

- 1) Where the contractor acknowledges funders and/or partners in any document that is public, specifically including websites, brochures, etc. promoting the service or program funded, it is expected that the Office of Early Learning will be acknowledged and that its logo will appear along with the names of other funders/partners and their logos.
- 2) The Office of Early Learning encourages recipients of Early Learning Challenge funding to promote the partnership between the organization funded and the Office of Early Learning and others who are participating in the State's effort to create a strong, high quality early childhood system of services and supports to improve the outcomes of children, better preparing them for school and life.



Contractors are expected to adhere to the following guidelines with regard to use of the Office of Early Learning logo:

Do:

- Always use the electronic or hard copy reproduction art provided to reproduce the Delaware Office of Early Learning logo.
- Keep all elements of the logo together.
- Always position the logo in a clear area free from other text and graphics.
- Use only the official colors when reproducing the logo in more than one color.
- Enlarge or reduce the full logo proportionately. For example, do not change the size of the type in relation to the start, or vice versa.
- Use the logo along with your own unique branding where the Office of Early Learning is a funder or implementation partner.
- Include the logo on your website if you are a partner or promoting the Delaware Office of Early Learning.
- Include the logo on promotional materials for your service program.

Do not:

- Alter the logo in any way.
- Add any new elements.
- Change the logo in any way.



THIRD SECTOR
New England

TRANSFORMING NONPROFITS.
Partnership

December 6, 2013

Harriet Dichter
Executive Director
Delaware Office of Early Learning
820 North French Street, 5th Floor
Wilmington, DE 19801

Re: RFP # DOE 2014-11, Shared Services Feasibility Study

Dear Ms. Dichter:

On behalf of Opportunities Exchange, we are pleased to submit the attached application in response to the Delaware Office of Early Learning's RFP for a Shared Services Feasibility Study. We are the fiscal sponsor for Opportunities Exchange, a nonprofit consulting group that works with policymakers and the early learning community to improve the financial sustainability of high quality early care and education through the use of Shared Service Alliances.

As the application demonstrates, Opportunities Exchange has substantial expertise in providing the kind of analysis required to conduct the Feasibility Study, and will provide the Office of Early Learning with an in-depth understanding of the capacity of Delaware's early care and education community to streamline and re-organize itself in order to deliver sustainable, high quality services to young children.

Please be assured that no activity related to this proposal contract will take place outside of the United States.

Thank you for the opportunity to make this application.

Best regards,

Original on File

Jonathan Spack, Executive Director
Third Sector New England

Jonathan Spack

Typed or Printed Name of Authorized Official

Executive Director

Title

Original on File

Signature of Authorized Official

12/2/13

Date

RFP # DOE 2014-11

SHARED SERVICES FEASIBILITY STUDY

Submitted by:

Third Sector New England
on behalf of **Opportunities Exchange**

Applicant:

Third Sector New England
Lincoln Plaza
89 South Street, Suite 700
Boston, MA 02111-2670
617-523-6565
info@tsne.org

Contact Person:

Ronnie L. Bloom, Partner
Opportunities Exchange
610-246-3717
rbloom36@gmail.com

Bid Due Date: December 6, 2013, 3pm EST

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Office of Early Learning

Work Plan: Assessment of the Potential for the Use of a Shared Services Approach in the Early Care and Education Industry in Delaware

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

This work plan is for an assessment of the feasibility and viability of a Shared Services approach to the delivery of early care and education services in the State of Delaware. By taking advantage of economies of scale and specialization, Shared Services can strengthen the sustainability of community-based early learning programs by streamlining services and allowing the reinvestment of cost and time savings into enhanced program quality. The approach can take the form of Alliances, or "Intensive Shared Services," that bring specific programs together to offer a range of coordinated and comprehensive services. The approach could also entail the creation of a web-based platform that makes administrative tools, practical information and bulk purchasing widely available.

The project will consist of: 1) educating key stakeholders about the opportunities afforded by a Shared Services approach; 2) researching providers' and other stakeholders' interest in engaging in new business models such as Alliances; 3) analyzing the capacity of stakeholders to spearhead and implement the necessary changes in business practices required by a Shared Services approach; 4) identifying the most feasible options for the creation of a Shared Services initiative in the early learning community in Delaware; and 5) exploring the policy implications of such an initiative.

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 January 1, 2014, and the end date is December 31, 2014.

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)			
This project will address all of the Early Learning Challenge goals. Assessing the strengths, challenges and needs of the early childhood community would enable the establishment of both intensive Shared Service alliances, and the creation of a web-based tool that could reach a broader spectrum of the provider community. Successful implementation of either approach would provide an infrastructure and a framework for programs to expand comprehensive screening and facilitate the sustainability of high-quality early learning settings for high need children. Both Shared Services approaches would also provide mechanisms for early learning programs to align with the K-12 system through curricula and professional development opportunities, and could potentially strengthen the early learning system as a whole and incentivize service improvements.			
Objective: A measurable outcome (What you will accomplish)			
The objective of this project is to provide the Office of Early Learning with an analysis of the feasibility of implementing Shared Services alliances and/or web-based tools in the early learning community in Delaware. In addition, the early learning community will be more knowledgeable regarding the opportunities and options that a Shared Services approach could provide.			
Deliverables: Specific activities and strategies to meet the objective (What you will do)	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)
Phase 1: Educate Stakeholders & Provide Preliminary Assessment of Interest <ul style="list-style-type: none"> • Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning. • Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries. 	John Weiser & Ronnie Bloom	January – February, 2014 (8.5 days)	Meetings occur; information collected, analyzed and presented to state staff regarding preliminary assessment of stakeholder interest.

<ul style="list-style-type: none"> • Present seminar on Shared Services approach to large group of key stakeholders. • Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning. 			<p>Stakeholder community introduced to Shared Services concepts and educated about opportunities and options afforded by Shared Services approach.</p>
<p>Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services</p> <ul style="list-style-type: none"> • Additional individual in-person interviews with key stakeholders. • Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity. • Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning. 	<p>John Weiser & Ronnie Bloom</p>	<p>February-March 2014 (8 days)</p>	<p>Stakeholder capacity and potential needs of provider community that could be addressed by Shared Services determined and communicated to state staff.</p>
<p>Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Services.</p> <ul style="list-style-type: none"> • In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding. • Share information about Agreements with Office of Early Learning by telephone conference. 	<p>John Weiser & Ronnie Bloom</p>	<p>March - April 2014 (7.5 days)</p>	<p>Potential leaders/champions for Shared Services initiatives identified.</p>

<p>Final Report:</p> <ul style="list-style-type: none"> Analyze data, develop findings and recommendations about next steps, along with a potential timeline and budget for completing those steps. Produce draft Report in PowerPoint format, share with state staff, revise and submit. 	<p>John Weiser & Ronnie Bloom</p>	<p>April – May 2014 (5.5 days)</p>	<p>Final report (PowerPoint) of analysis and recommendations submitted.</p>
<p>Throughout project: Coordinate with Contracting Project, and explore strategies and policy options for using Contracts in Shared Services Alliances.</p>	<p>John Weiser, Ronnie Bloom & Louise Stoney</p>	<p>January – May, 2014</p>	<p>Participate in joint meetings, share findings, collaboratively review draft recommendations from both projects and integrate where appropriate.</p>

Qualifications and Experience

Description of Consultant/Organization, Qualifications, Experience

Third Sector New England (TSNE) provides information and services to build the knowledge, power and effectiveness of non-profit organizations that engage people in community and public life. It also acts to promote wider recognition of community-based organizations as the primary stewards of our core societal values. The ultimate intention of TSNE's work is to create a more just and democratic society.

Opportunities Exchange (OppEx) is a sponsored project of Third Sector New England. OppEx's mission is to help policymakers and the early learning community to improve the financial sustainability of high quality early care and education through the use of Shared Services Alliances and tools. The focus of its work is on improving the business model used by early care and education (ECE) professionals, to enable them to take advantage of economies of scale and specialization in order to deliver high quality services. This includes improving the understanding of Shared Services practice and principles, and spurring the launch of Shared Service Alliances in early care and education at the national and local levels across the United States. OppEx's efforts are particularly concerned with ECE providers who serve children and families in low-income communities and communities of color, although the benefit of the Shared Services model accrues to all children and families served within the Alliance communities.

OppEx is a nonprofit consulting group created in 2005 by the collaboration of BWB Solutions and the Alliance for Early Childhood Finance. BWB Solutions, co-founded by John Weiser, helps organizations use business strategies to achieve social goals. Louise Stoney co-founded the Alliance for Early Childhood Finance over 20 years ago with Anne Mitchell, to provide leadership on early care and education policy and finance. Soon after formation, the team expanded to include Libbie Poppick, a former marketing executive who has worked for many years on early childhood issues, as a funder and project director in New York. Recently, Ronnie L. Bloom joined the team, bringing with her substantial experience in regional and national philanthropy related to early care and education, including the creation of a major Shared Services Initiative in Pennsylvania.

While OppEx is a relatively young organization, the team has been collaborating in earnest since 2005. Its work began with a study conducted for the Annie E. Casey Foundation to explore a new business model to help small child care businesses attain economies of scale and stronger management expertise, in order to provide better quality services for children and their families. OppEx was formed when it became clear that work on Shared Services needed an entity that could not only gather and disseminate best practices, but also provide national leadership.

Since inception, OppEx has sponsored five national conferences, launched a website and a social networking group on LinkedIn, published papers in national journals, written blogs, and conducted many webinars, conference calls, workshops and meetings. This work has been supported primarily by a collaboration of the Annie E. Casey Foundation, the W.K. Kellogg Foundation, the William Penn Foundation, the David and Laura Merage Foundation, as well as a number of local funders.

Locally, OppEx collaborates with funders, policymakers and potential Alliance sponsors to assess sponsor and provider interests, needs and readiness, and to help sponsors plan and launch Alliances. Client organizations represent a variety of cities, including Atlanta, Detroit, Grand Rapids, New Orleans, Miami, Philadelphia, San Francisco and St. Paul, as well as statewide organizations in Colorado, Maine,

Mississippi, New Hampshire, New Mexico, New York, Pennsylvania and other states. In addition to consulting within a city or region, OppEx functions as a catalyst for a growing learning community among existing and potential Alliances at the national level, through its website, webinars, conference calls, and conferences.

Description of Experience with Five Similar Projects

1. Kent County, Michigan: Shared Services Feasibility Study

OppEx was engaged to provide consultation to the Kent County Great Start Collaborative for planning a potential new Shared Services Alliance. The consultation had three goals: 1) to introduce key stakeholders to the benefits of Shared Services; 2) to determine which services potential Alliance participants would find most useful and compelling; and 3) to develop a preliminary framework for an Alliance structure to improve the financial sustainability and the quality of care of participating providers.

Contact: Judy Freeman
Great Start Collaborative of Kent County
Phone: 616-632-1019
Email: jfreeman@firststepskent.org

2. Philadelphia, Pennsylvania: Planning and Implementation of a Shared Services Initiative

The project consisted of: 1) studying stakeholder groups to determine capacity to sponsor and lead Shared Services activities; 2) implementing a statewide Shared Services on the web capability, (www.SharedSourcePA.org); 3) creating an intensive Shared Service component to help providers better manage their businesses; 4) assisting providers in the creation of Shared Service Alliances; and 5) exploring policy implications at the state level.

Contact: Sharon Easterling
Delaware Valley Association for the Education of Young Children
Phone: 215-893-0130 x227
Email: sharon@dvaeyc.org

3. Albuquerque, New Mexico: Shared Services Feasibility Study

OppEx was brought in by the statewide AEYC affiliate to assess the early care and education community to determine its potential to create and sustain Shared Service Alliances. It also helped create a statewide Shared Services on the web capacity.

Contact: Baji Rankin
New Mexico Association for the Education of Young Children
Phone: 505-243-5437
Email: baji@nmaeyc.org

4. Atlanta, Georgia: Shared Services Feasibility Study

The project, funded by the Annie E. Casey Foundation, involved an assessment to explore the potential for a Shared Services Alliance in Atlanta, and whether it would be sustainable and enhance the quality of care and the viability of the participating providers.

Contact: Pam Tatum
Georgia Quality Care for Children
Phone: 404-479-4201
Email: pam.tatum@qualitycareforchildren.org

5. Camden, New Jersey: Shared Services Feasibility Study on behalf of the William Penn Foundation

The project involved an initial assessment phase of a Shared Services Initiative planned by Rutgers Center for Children and Childhood Studies, to explore whether a Camden Shared Service Alliance would be sustainable and enhance the quality of care and the viability of the participating providers.

Contact: Kerri Richardson Lee
William Penn Foundation
Phone: 215-988-1830
Email: klee@williampennfoundation.org

Third Sector New England
 Opportunities Exchange
 1/1/2013 - 4/30/2013

Appendix B

	Monthly Costs	# of Months	Total Contract Cost
I. PERSONNEL			
Salaries	\$ 7,973.10		\$ 31,892.40
Fringe Benefits	\$ 861.09		\$ 3,444.38
TOTAL PERSONNEL	\$ 8,834.19		\$ 35,336.78
II. TRAVEL			
Lodging	\$ 456.00	3	\$ 1,368.00
Meals	\$ 224.00	3	\$ 672.00
Mileage	\$ 78.40	3	\$ 235.20
Transportation	\$ 410.00	3	\$ 1,230.00
Other Travel**	\$ -	0	\$ -
TOTAL TRAVEL	\$ 1,168.40		\$ 3,505.20
III. PROGRAM/OPERATING			
Advertising/Marketing	\$ -	0	\$ -
Cell Phone(s)	\$ -	0	\$ -
Food	\$ -	0	\$ -
Internet Service	\$ -	0	\$ -
Meeting Expenses	\$ 600.00	2	\$ 1,200.00
Office Space	\$ 722.25	4	\$ 2,889.00
Office Supplies	\$ -	0	\$ -
Postage/Freight	\$ -	0	\$ -
Printing/Copy Services	\$ 200.00	1	\$ 200.00
Professional Development	\$ -	0	\$ -
Professional Services	\$ 1,506.06	4	\$ 6,024.22
Software	\$ -	0	\$ -
Telephone Services	\$ -	0	\$ -
Training Supplies	\$ -	0	\$ -
Other Program/Operating**	\$ -	0	\$ -
TOTAL PROGRAM/OPERATING	\$ 3,028.31		\$ 10,313.22
IV. EQUIPMENT			
Computers	\$ -	0	\$ -
Printers/Copiers/Faxes	\$ -	0	\$ -
Other Equipment**	\$ -	0	\$ -
TOTAL EQUIPMENT	\$ -		\$ -
TOTAL BUDGET	\$ 13,030.90		\$ 49,155.20

**Additional information is required in the budget narrative.

Third Sector New England Opportunities Exchange 1/1/2013 - 4/30/2013		
Budget Categories		Totals
Personnel	\$	31,892
Fringe Benefits	\$	3,444
Travel	\$	3,505
Operating	\$	10,313
Equipment	\$	-
TOTAL Contract Costs	\$	49,155

Do not enter data on this page! Data will be pulled from the detail worksheets ("Budget Details" & "Personnel & Fringe Detail").

Office of Early Learning

Budget Narrative: Assessment of the Potential for the Use of a Shared Services Approach in the Early Care and Education Industry in Delaware

A. Personnel:

- **Ronnie Bloom, Opportunities Exchange Partner (69%)**

Ms. Bloom has shared responsibility with Mr. Weiser for planning, organizing and directing the implementation of this feasibility assessment. She has joint responsibility with Mr. Weiser for the following tasks:

Phase 1: Educate Stakeholders and Provide Preliminary Assessment of Interest

- Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning.
- Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries.
- Present seminar on Shared Services approach to large group of key stakeholders.
- Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning.

Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services

- Additional individual in-person interviews with key stakeholders.
- Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity.
- Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning.

Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Service Initiatives.

- In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding.
- Share information about Agreements with Office of Early Learning by telephone conference.

Final Report:

- Analyze data, develop findings and recommendations.
- Produce draft Report in PowerPoint format, share with state staff, revise and submit.

- **John Weiser, Opportunities Exchange Partner (58%)**

Mr. Weiser has shared responsibility with Ms. Bloom for planning, organizing and directing the implementation of this feasibility assessment. He has joint responsibility with Ms. Bloom for the following tasks:

Phase 1: Educate Stakeholders and Provide Preliminary Assessment of Interest

- Develop detailed workplan and key stakeholder list in consultation with Office of Early Learning.

- Schedule and conduct in-person individual meetings with state officials, providers, funders, and intermediaries.
- Present seminar on Shared Services approach to large group of key stakeholders.
- Analyze results of meetings and seminar, share by telephone conference with Office of Early Learning.

Phase 2: Assess Provider/Intermediary/Funder Readiness and Capacity to Engage in Shared Services

- Additional individual in-person interviews with key stakeholders.
- Conduct two focus groups and one seminar with providers, explore needs to be addressed, level of interest and capacity.
- Analyze results of focus groups and seminar, share by telephone conference with Office of Early Learning.

Phase 3: Work with Stakeholders to Determine Initial Focus for Shared Service Initiatives.

- In-person interviews and group meetings to develop consensus on next steps, including: stakeholder roles, services and funding.
- Share information about Agreements with Office of Early Learning by telephone conference.

Final Report:

- Analyze data, develop findings and recommendations.
- Produce draft Report in PowerPoint format, share with state staff, revise and submit.

A fringe benefit rate of 10.8% is included for both Ms. Bloom and Mr. Weiser. The fringe rate of 10.8% includes the following:

- Social Security & Medicare: 7.65%
- Workers' Compensation: 0.25%
- Unemployment Insurance: 2.90%

B. Travel

The two Opportunities Exchange Partners will be required to travel three times to Delaware. Each trip will have two overnight stays. Cost estimates were based on the following:

- Transportation: 3 round trips at \$410 per round trip for a total of \$1,230 (estimate based on current published fares)
- Lodging: 12 nights at \$114 per night for a total of \$1,368 (estimate based on GSA rates).
- Meals and Incidentals: 12 days at \$56 per day for a total of \$673 (estimate based on GSA per diem allowance for Delaware).
- Mileage: Driving to and from Delaware, plus mileage within Delaware: 140 miles total at .56 per mile for a total of \$78.40 (estimate based on Federal mileage reimbursement rate)

C. Program/Operating

- Meeting Expenses – We will host 2 seminars for 40 people. Each meeting will require providing lunch for the participants (\$400/meeting), total seminar cost of \$800. We will also host 2 focus

groups in the evening for 10 people. Each meeting will require providing dinner for participants (\$200 per meeting), total focus group cost of \$400. The total meeting cost is \$1,200 over the course of the contract.

- Copying – we will spend \$2.00 apiece for 100 copies to be distributed at seminars and focus groups for total of \$200 in copying.
- Office Space– Opportunities Exchange currently spends \$23,112 on rent. The amount charged here is 50% of the rent expense for a 13 week period, which is slightly less than the pro-rata share of the Opportunities Exchange office space costs for the period of the project.
- Professional Services – Opportunities Exchange purchases accounting, legal, human resources, insurance, and training services from Third Sector New England. \$6042.22 represents the pro-rata share of Opportunities Exchanges purchase, based on dollars covered in the purchasing contract.

APPENDIX A: Additional Required Documents

- 1. PROOF OF DELAWARE BUSINESS LICENSE**
- 2. ARTICLES OF INCORPORATION**
- 3. IRS CERTIFICATION OF TAX-EXEMPT STATUS**
- 4. PROOF OF PROFESSIONAL LIABILITY INSURANCE**
- 5. LIST OF ALL CONTRACTS AWARDED TO BIDDER BY STATE OF DELAWARE IN LAST THREE YEARS**
- 6. CONTACT INFORMATION FOR SIMILAR PROJECTS**
- 7. EARLY LEARNING CHALLENGE FORM**
- 8. JOB DESCRIPTIONS AND RESUMES OF KEY PERSONNEL**

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "THIRD SECTOR NEW ENGLAND, INC.", A CORPORATION CREATED AND EXISTING UNDER THE LAWS OF MASSACHUSETTS FILED IN THIS OFFICE, THE SEVENTH DAY OF SEPTEMBER, A.D. 2004, AT 8 O'CLOCK A.M., A CERTIFICATE ISSUED BY AN AUTHORIZED OFFICER OF THE JURISDICTION OF ITS INCORPORATION EVIDENCING ITS CORPORATE EXISTENCE, TOGETHER WITH A SWORN STATEMENT SETTING FORTH "AMERICAN INCORPORATORS LTD.", IN THE CITY OF WILMINGTON, AS A REGISTERED AGENT IN THIS STATE, AND ALL THE INFORMATION REQUIRED BY SECTION 371(B)(2), AND IS ENTITLED TO DO BUSINESS IN THIS STATE.

PROVIDED, HOWEVER, THAT THE SAID "THIRD SECTOR NEW ENGLAND, INC." SHALL NOT WITHIN THE LIMITS OF THIS STATE, BY ANY IMPLICATION OR CONSTRUCTION, BE DEEMED TO POSSESS THE POWER OF DISCOUNTING BILLS, NOTES, OR OTHER EVIDENCE OF DEBT, OF RECEIVING DEPOSITS, OF BUYING AND SELLING BILLS OF EXCHANGE, OR OF ISSUING BILLS, NOTES OR OTHER EVIDENCE OF DEBT UPON LOAN FOR CIRCULATION AS MONEY.



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Original on File

 Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3359690

DATE: 09-20-04

FEDERAL IDENTIFICATION NO. 04-2261109

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place Boston, Massachusetts 02108-1512

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 180, Section 7)

Examiner

Name Approved

We J. Louis Newell President

and Jonathan Spack Clerk

of Third Sector New England, Inc.
(Exact name of corporation)

located at 18 Tremont Street, Suite 700, Boston, MA 02108
(Street address of corporation in Massachusetts)

do hereby certify that the following Restatement of the Articles of Organization was duly adopted at a meeting

held on MARCH 25, 2004 by a vote of

8 Directors

- Being at least two thirds of the members or directors legally qualified to vote in meetings of the corporation where there is no amendment to the Articles of Organization; OR
Being at least two-thirds of its members legally qualified to vote in meetings of the corporation where there is an amendment to the Articles of Organization; OR
[X] Being at least two-thirds of its directors where there are no members pursuant to General Laws, Chapter 180 Section 3 and there is an amendment to the Articles of Organization; OR
In the case of a corporation having capital stock, by the holders of at least two-thirds of the capital stock having the right to vote therein where there is an amendment to the Articles of Organization

C
P
M
R.A.

*Delete the inapplicable words
**Check only one box that applies
Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one or more sheets of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet as long as each article requiring such addition is clearly indicated.

ARTICLE I

The name of the corporation is
Third Sector New England, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

See Attachment A hereto.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class may be set forth in the bylaws of the corporation or may be set forth below:

The corporation shall have no members.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members or of any class of members, are as follows:

See Attachment B hereto.

**Of course, see the pertinent state laws!

Note: The preceding four (4) articles are considered to be permanent and may NOT be changed by filing appropriate Articles of Amendment.

Third Sector New England, Inc.

Restated Articles of Organization

ATTACHMENT A

Corporate Purposes

The Corporation is organized and shall be operated exclusively for charitable, educational and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code and in furtherance but without limitation thereof shall:

1. conduct and finance the conduct of studies, demonstrations, evaluations, training programs and service programs in any and all fields of public health, in keeping with the purposes and objectives of the Massachusetts Department of Public Health and other public health departments and other institutions and organizations engaged in health research or the promotion of public health
2. promote public understanding of issues, challenges and opportunities faced by charitable and other philanthropic organizations by sponsoring or conducting studies, workshops, and conferences and by issuing reports and other publications of an educational nature;
3. promote strategic collaboration and increased organizational effectiveness among charitable and other philanthropic organizations through providing workshops and training, financial grants, and subsidies and supportive services and facilities; and
4. promote increased financial and other public and private support for the activities of charitable and other philanthropic organizations by organizing and offering educational programs directed to public agencies and private funding sources and by advocacy with public officials on a nonpartisan basis.

7/12/2011 4:07

Third Sector New England, Inc.

ATTACHMENT B

IVA
501(c)(3)

Other Lawful Provisions

IV. Other Lawful Provisions, if any, for the Conduct and Regulation of the Business and Affairs of the Corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or officers, are as follows:

(a) The corporation shall have and may exercise in furtherance of its corporate purposes all of the powers specified in Section 6 of Chapter 180 and in Sections 9 and 9A of Chapter 156B of the Massachusetts General Laws (except those provided in paragraph (m) of said Section 9) as now in force or as hereafter amended, provided, however, that no such power shall be exercised in a manner inconsistent with said Chapter 180 or any other chapter of the Massachusetts General Laws or inconsistent with the exemption from federal income tax to which the corporation shall be entitled as an organization described in section 501(c)(3) of the Internal Revenue Code.

(b) No part of the assets or net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof. Except to the extent permitted by section 501(b) of the Internal Revenue Code, no substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office. It is intended that the corporation shall be entitled to exemption from federal income tax under section 501(a) of the Internal Revenue Code.

(c) Upon the dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation pursuant to G.L. c. 180, §11A to one or more organizations with similar purposes and exempt from federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code as the board of directors shall determine or as may be required under Massachusetts General Laws Chapter 180.

(d) The corporation may have and exercise all powers necessary or convenient to effect any or all of the purposes for which the corporation is formed; provided that no such power shall be exercised in a manner inconsistent with Chapter 180 of the Massachusetts General Laws or any other chapter of the General Laws of the Commonwealth of Massachusetts.

IVB
501(c)(3)

(e) All references herein to the Internal Revenue Code shall be deemed to refer to the Internal Revenue Code of 1986, as now in force or as hereafter amended, or any corresponding subsequent federal law.

(f) No director or officer shall be personally liable to the corporation for monetary damages for breach of fiduciary duty as such officer or director notwithstanding any provision of law imposing such liability except to the extent that such exemption from liability is not permitted under Chapter 180 of the Massachusetts General Laws.

(g) If and for so long as the corporation is a private foundation as that term is defined in section 509 of the Internal Revenue Code, then notwithstanding any other provisions of the articles of organization or by-laws of the corporation, the following provisions shall apply:

The income of the corporation shall be distributed for each taxable year at such time and in such manner as not to subject the corporation to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code. The corporation shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code; nor retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code; nor make any investments in such manner as to incur tax liability under section 4944 of the Internal Revenue Code; nor make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code.

Third Sector New England, Inc.

ATTACHMENT COfficers

	<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
President:	J. Louis Newell	16 Jackson Pond Road Dedham, MA 02026	Same
Treasurer:	Julia M. Rabkin	40 Pleasant Street Charlestown, MA 02129	Same
Clerk:	Jonathan Spack	68 Garnet Road West Roxbury, MA 02132	Same

Directors

	<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
	Felix Arroyo	5 Wharton Court Hyde Park, MA 02136	Same
	John Case	One Tannery Row Somerville, MA 02144	Same
	Marilyn Anderson Chase	47 Hutchings Street Dorchester, MA 02121	Same
	Chuck Collins	35 Hamsstead Road Jamaica Plain, MA 02130	Same
	Anna Madison, Ph.D.	10 Arnold Road Quincy, MA 02171	Same
	Melinda Marble	335 Concord Avenue Cambridge, MA 02138	Same
	Nelson Merced	1091 Centre Street Jamaica Plain, MA 02136	Same
	Charlayne Murrell-Smith	4 Humboldt Avenue, #3 Roxbury, MA 02119	Same
	James O'Connell	994 Centre Street Jamaica Plain, MA 02130	Same

5-20-94(229)

ARTICLE V

The effective date of the Restated Articles of Organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than thirty days after the date of filing.

ARTICLE VI

The information contained in Article VI is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation in Massachusetts is

18 Tremont Street, Suite 700, Boston, MA 02108

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:	See Attachment C hereto.		
Treasurer:	See Attachment C hereto.		
Clerk:	See Attachment C hereto.		
Directors (or officers having the powers of directors):	See Attachment C hereto.		

c. The fiscal year of the corporation shall end on the last day of the month of March.

d. The name and business address of the resident agent of any of the corporation is None.

We further certify that the foregoing Restated Articles of Organization affect no amendments to the Articles of Organization of the corporation as heretofore amended, except amendments to the following articles. Briefly describe amendments below:

Article II is amended to provide revised purposes.

SIGNED UNDER THE PENALTIES OF PERJURY this _____ day of _____, 2004

J. Louis Newell

President ~~XXXXXXXXXX~~

Jonathan Spack

Clerk ~~XXXXXXXXXX~~

THE COMMONWEALTH OF MASSACHUSETTS

RESTATED ARTICLES OF ORGANIZATION
(General Laws, Chapter 180, Section 7)

I hereby approve the within Restated Articles of Organization and, the filing fee in the amount of \$ _____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20 _____.

Effective Date: _____

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION
Contact information:

Robert E. Cowden III, Esq.
CASNER & EDWARDS, LLP
303 Congress Street

Boston, MA 02210

Telephone: 617/426-5900

Email: cowden@casneredwards.com

A copy this filing will be available online at www.state.ma.us/sec/cor once the document is filed.

P.O. BOX 2300
Cincinnati OH 45201

In reply refer to: ^{Appendix G} 0248206070
Feb. 06, 2013 LTR 4168C E0
04-2261109 000000 00

00028193
BODC: TE

THIRD SECTOR NEW ENGLAND INC
89 SOUTH ST STE 700
BOSTON MA 02111-2679



000771

Employer Identification Number: 04-2261109
Person to Contact: Mrs. Turner
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Jan. 28, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1960.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

Appendix G
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Feb. 06, 2013 LTR 4168C E0
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00028194

THIRD SECTOR NEW ENGLAND INC
89 SOUTH ST STE 700
BOSTON MA 02111-2679

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

Original on File

Richard McKee, Department Manager
Accounts Management Operations

List of All Contracts Awarded by the State of Delaware to Bidder

1. The BUILD Initiative
Department of Education
Harriet Dichter
Executive Director, Office of Early Learning
820 North French Street, 5th Floor
Wilmington DE 19801
Harriet.Dichter@state.de.us
P: 302.577.5300
D: 302.577.5244
C: 302.535.7097

2. The BUILD Initiative
Department of Education
Harriet Dichter
Executive Director, Office of Early Learning
820 North French Street, 5th Floor
Wilmington DE 19801
Harriet.Dichter@state.de.us
P: 302.577.5300
D: 302.577.5244
C: 302.535.7097

Three Organizations for Whom Vendor Has Carried Out Similar Projects

1. Great Start Collaborative of Kent County
Judy Freeman
Phone: 616-632-1019
Email: jfreeman@firststepskent.org

2. Delaware Valley Association for the Education of Young Children
Sharon Easterling, Executive Director
Phone: 215-893-0130 x227
Email: sharon@dvaeyc.org

3. New Mexico Association for the Education of Young Children
Baji Rankin, Executive Director
Phone: 505-243-5437
Email: baji@nmaeyc.org

Jonathan Spack

Executive Director

Original on File ^{icial}

Title

Signature of Authorized Official

12/2/13

Date

Job Description

Position Title: Partner

Positions Status: Regular Part Time

FLSA Classification: Exempt Non-exempt
(to be completed by the HR department)

Reports To: Project Director

Supervisory responsibilities:

Opportunities Exchange operates as a collaborative, with senior partners making key decisions collectively. OE Partners will lead discrete OE projects, including supervising consultants or other non-senior partners working on that project; and will participate in OE shared activities.

Job Overview

The OE Partner's responsibility is both as a project manager for discrete OE projects which contribute to the development and growth of the Shared Services movement, and as a partner in fund development, marketing, knowledge development, and policy leadership for Opportunities Exchange.

Key Job Elements

Project management:

- Be the primary contact for a discrete project with the client/funder for setting meetings, communicating issues
- Lead development of budget and proposal
- Lead development and approval of work plan
- Ensure that the project develops according to work plan; communicate variances to work plan with the client
- Lead conference calls and meeting presentations, unless other project participants want to or are more appropriate to the particular topic
- Manage client/funder relationships
 - Submit grant requests (or participate in submission); manage TSNE participation in grant request approval
 - Submit supporting paperwork for grants as needed
 - Respond to funder requests for information
 - Lead development of interim (if required) and final reports
 - Submit interim and final narrative grant reports; manage TSNE submission of financial grant reports
- Manage subcontractors on projects
 - Negotiate financial arrangements with contractors; request subcontracts from Third Sector New England (TSNE); recommend payments against subcontracts for Project Director approval
- Organization development – assist in the growth and development of Opportunities Exchange. This can include creating management and reporting procedures, preparing

proposals for funding, preparing reports to funders, and attending meetings with prospective sites and funders, and making presentations at conferences.

Knowledge Development:

- Participate in and/or lead OE Community of Practice
- Participate in and/or lead development of resource documents to be disseminated to clients and ECE stakeholders
- Participate in and/or lead research efforts
- Ensure that lessons from the OE COP inform/guide presentations at the National Conference and other Shared Service meetings, webinars, communication.

Special requirements:

Must be able to travel nationwide. Must be able to commit to flexible hours per week, depending on project status.

Qualifications

- 8-10 years experience in Early Care and Education field; 3-5 years management experience
- Bachelors or Masters degree in education, business administration or related field
- Deep familiarity with Early Care and Education policy and funding environment
- Ability to use PowerPoint, Word, Excel, and conduct internet research
- Proven ability to manage complex projects involving multiple stakeholders (required)
- Experience conducting interviews (required)
- Experience preparing funding proposals and related reports (required)
- Excellent written and verbal communication skills
- Public speaking and presentation skills
- Ability to juggle multiple tasks and priorities and to pay close and accurate attention to detail
- Proven commitment to improving the quality and financial sustainability of ECE organizations serving low-income families

Opportunities Exchange

250 West Main Street, Branford CT • 203-508-1460 • Fax: 203.643.2073

John Weiser, Partner

John specializes in working with organizations that strive to achieve social goals together with business objectives. He has helped social ventures, nonprofits, businesses, foundations and public sector agencies create, build consensus around, and implement a broad range of partnership strategies.

John graduated *magna cum laude* in mathematics from Harvard University. He holds a Masters Degree in Public and Private Management from the Yale School of Management.

Recent client assignments include the following:

- **Annie E. Casey Foundation.** Together with Louise Stoney from the Alliance for Early Childhood Finance, John led a two-year project to analyze and document the strengths and challenges of shared service alliances for early care and education (ECE) organizations. Shared service alliances provide a range of 'back-office' support for ECE organizations, enabling them to gain the benefit of scale without giving up their independence. The project included hosting a national invitational conference for providers and funders interested in exploring alliances, and developing more than 70 tools and documents for organizations starting alliances, now available on-line. These include budgets and business models for ECE organizations with shared services. The Casey Foundation is now exploring how to expand alliances in two of its civic sites.
- **David and Laura Merage Foundation.** John and Louise assisted the Merage Foundation to develop its strategy for supporting ECE quality and sustainability through shared service alliances. This work has led to a multi-million dollar commitment by the Merage Foundation to supporting alliances. We are currently engaged in assisting Merage to launch two new alliances in Colorado and to develop a state-wide consortium of alliances, ECE organizations, and funders.
- **Ford Foundation Corporate Involvement Initiative.** John served as the primary managing consultant for this Initiative from 1994 to 2003. The Corporate Involvement Initiative has developed a number of promising new models for how nonprofits can engage businesses, created a database of best practices, and produced a wide range of seminars, conferences and marketing materials aimed at broadening awareness and interest in these new approaches.
- **Untapped – Creating Value in Underserved Markets.** John is the lead author of this award-winning book, which offers practical, tested tools companies can use to engage consumers, workers, and suppliers in ways that benefit both business and community.

Ronnie L. Bloom, Esq.

362 Meadow Lane, Merion Station, PA 19066

610.246.3717

rbloom36@gmail.com

Employment**Opportunities Exchange***Partner**Consultant*

February 2013 – present
 August 2013 – present
 February 2013 – July 2013

- Providing strategic direction and planning consultation to policymakers, foundations and early care and education professionals to improve the business model for the early care and education industry.

William Penn Foundation, Philadelphia, PA*Program Director**Program Officer - Children, Youth and Families*

1999 – January 2013
 2003 - 2013
 1999 - 2002

MANAGEMENT

- Directly managed statewide and regional strategic grantmaking of over \$22 million annually in areas of Early Care and Education, Public Education, Youth Development and Nonprofit Capacity Building.
- Supervised five professional and administrative staff in developing and executing program strategies to meet Foundation goals; mentored and contributed to professional development of staff and interns.
- Acted as liaison to 13 member family foundation board, presenting grant recommendations and strategy development at board meetings, and conducting presentations at family retreats.
- Developed and managed annual program and administrative budgets.
- Directed re-engineering of internal system for processing 300 grants annually.
- Mentored and supervised members of the fourth generation of the Haas Family to prepare them for board service.
- Identified, hired, oriented and managed senior consultants to undertake evaluations, assess impact and develop strategies for Children, Youth and Families program.

PROGRAM DEVELOPMENT/INITIATIVES/PARTNERSHIP

- Launched and managed regional, statewide and national initiatives related to early care and education, public systems reform and service integration, and legal advocacy. Developed and leveraged funding from other investors.
- Initiated and responsible for major investments in promoting quality early care and education of young children in Pennsylvania and New Jersey, including public/private partnerships that resulted in substantial public investment by the state in quality pre-kindergarten and early childhood programs.
- Directed systems reform and service integration efforts, in collaboration with city, state and university partners, including creation of a comprehensive, integrated administrative database for cutting edge community planning, program evaluation and research related to children and families.
- Managed investments in innovative studies evaluating measures of well-being and educational outcomes for children in the child welfare system.
- Created a statewide shared services/collective management initiative, and managed a Facilities Fund to address the needs of child care providers.
- Developed and managed investments in legal advocacy coalitions addressing issues of access to public benefits and health care reform.

LEADERSHIP

- Chaired national Early Childhood Funders' Collaborative, and regional grantmakers' association.
- Created and oversaw major statewide, regional and citywide initiatives.
- Established and leveraged strong working relationships with State, City and other philanthropic leaders.

Ronnie L. Bloom, Esq.

RESEARCH/ANALYSIS/WRITING

- Wrote reports, studies and analyses of grantmaking for board, annual report and external audiences.
- Researched and created grantmaking strategies and benchmarks in early care and education, K-12 education, nonprofit capacity building, and legal advocacy.
- Evaluated and synthesized program results for internal application.

PRESENTATIONS

- Designed and delivered presentations on early care and education, nonprofit organizational effectiveness and philanthropy at national and regional conferences and meetings. Selected presentations include:
 - MacArthur Foundation's Intelligence for Social Policy Conference November 2011
 - National Shared Services Conference September 2011
 - Build Initiative's Systems Building Evaluation Symposium September 2011
 - University of Pittsburgh's Institute of Politics Symposium April 2007
 - Pennsylvania Economy League Forum April 2006

SELECTED PROFESSIONAL and COMMUNITY LEADERSHIP

- Board Member, First Hospital Foundation June 2013 –present
- Board Member, Stoneleigh Foundation September 2013
- President, Delaware Valley Grantmakers' Association 2010 – May 2013
- Chair, Early Childhood Funders' Collaborative 2011 - 2013
- Board Member, Institute for Safe Families 2012 - present
- Member, Pennsylvania Early Learning Council 2009 - 2012
- Chair, Institutional Review Board, Family Planning Council 2003 - 2011
- Member, Governor's Task Force on Early Care and Education 2002

Zell-Lurie Real Estate Center, Wharton School, University of Pennsylvania June - November 1999
Program Manager

- Edited academic journal and newsletters, wrote and produced brochure, conducted branding interviews.
- Managed special events and programs for members.

Obermayer, Rebmann, Maxwell & Hippel, Philadelphia, PA July 1986 - July 1997
Family Law Attorney

- Led administration, negotiation and litigation of cases; advised clients regarding financial, occupational and family problems. Drafted agreements, legal briefs, court pleadings and opinion letters.
- Researched and analyzed law, financial data and psychological information to develop trial presentation and options, and presented testimony and documentary evidence at trial.
- Supervised and trained associates, paralegals and support personnel in production of documents and trial preparation.
- Developed and presented family law seminars to marital and family therapists, and lawyers for continuing legal education.

Superior Court of Pennsylvania 1985 - 1986
Law Clerk to the Honorable Phyllis W. Beck

- Drafted and reviewed opinions in civil and criminal appeals.

Ronnie L. Bloom, Esq.

Education

University of Pennsylvania Law School, J.D.	1985
University of Pennsylvania, B.A.	1980
<ul style="list-style-type: none">• Summa cum laude with distinction in English• Phi Beta Kappa, Honor's English Program, Dean's List.	
University of Edinburgh, Scotland	
<ul style="list-style-type: none">• First Class Honors in Faculty of Law in Jurisprudence	1978 - 1979