

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE

**PROFESSIONAL SERVICES –**  
**COMMUNITY ENGAGEMENT AND MARKETING**



ISSUED BY DELAWARE OFFICE OF EARLY LEARNING

RFP # DOE 2014-12

**PROFESSIONAL SERVICES - COMMUNITY ENGAGEMENT**  
**AND MARKETING FOR THE EARLY LEARNING**  
**CHALLENGE**

November 27, 2013

Deadline to Respond: Wednesday, December 13, 2013  
3:00pm Eastern Time

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**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO  
SUPPORT ADVANCEMENT OF SELECT INITIATIVES OF THE EARLY  
LEARNING CHALLENGE**

ISSUED BY DELAWARE OFFICE OF EARLY LEARNING

**RFP # 2014-12**

**I. Overview**

The State of Delaware Department of Education, (DDOE) seeks proposals for professional services to support community engagement, including marketing to increase public awareness of and support for quality early learning for children aged birth – 5 years, as well as of the website developed by the Office of Early Learning for use by families with young children and promotion of Delaware Stars as a guide for families seeking quality early childhood programs for young children. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Notice	Date: November 27, 2013
Cut-off Date for Questions:	Date: December 6, 2013
Deadline for Receipt of Proposals	Date: December 13, 2013
Notification of Award	Date: December 20, 2013

Each proposal must be accompanied by a transmittal letter which briefly summarizes the applicant’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 professional community engagement and marketing services to advance select initiatives of the Early Learning Challenge, specifically to oversee and drive the work to increase public awareness of the importance of quality early learning for young children (aged birth – 5 years), maintain, enhance and increase use of the website developed by the Office of Early Learning to support families with young children, [www.greatstartsdelaware.com](http://www.greatstartsdelaware.com), and promote Delaware Stars as a guide for use by families when seeking quality early learning programs for their young children; and to overall provide expert professional services in community engagement and marketing consistent with the vision and management of the Early Learning Challenge Grant through the Office of Early Learning.

This work will commence in January 1, 2014 and go through December 31, 2015 at a cost of \$280,000 for calendar year 2014, \$280,000 for calendar year 2015. Funding for the award which may result from this RFP process will be 100% from the Delaware Early Learning Challenge grant, funds allocated by the two federal funding agencies for the grant, the U.S. Department of Education and Department of Health and Human Services.

### **B. Introduction**

The Office of Early Learning (OEL) 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.

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**

Early learning community engagement and marketing work anticipated to be performed under the professional services contract includes but is not limited to the following:

- 1) Coordinate, in collaboration with the contract manager in OEL, of all community engagement and marketing activities conducted under the contract with principal for the contractor having primary responsibility for all work produced for the OEL to support implementation of the OEL community engagement plan;
- 2) Develop and maintain a branding and communications strategy that is included in contracts for each entity receiving resources from the Early Learning Challenge;
- 3) Collaborate with OEL in the development of effective messaging and strategies for disseminating information about the importance of quality early learning for young children (birth to age 5 years) to develop advocacy for quality early learning in Delaware as a key component of the sustainability strategy of the Early Learning Challenge, including development of promotional materials and supplying of promotional materials for community events for advancing community engagement with the Early Learning Challenge;
- 4) Develop, enhance and advise on effective distribution management of marketing tools in support of the Early Learning Challenge;
- 5) Develop, arrange and conduct training on communications and media for OEL-identified trainee audience to enhance the communication, presentation and media skill set of individuals on leadership positions cross sector whose work includes representation of the Early Learning Challenge and related early childhood system-building initiatives in Delaware, to include development of training materials, guidance and maintenance of a current slide deck to support presentation development and delivery ;
- 6) Manage the effective distribution of promotional materials to community and retail sites across the state, located where families with young children visit and conduct quality assurance to ensure that displays are maintained in good order, attractively placed and kept stocked with materials;
- 7) Develop marketing guidance and conduct of training in support of Delaware Stars program promotion manual including strategies to increase visibility of the Delaware Stars logo and increase public awareness of Delaware Stars as a guide to finding quality early learning programs in Delaware for families with young children;
- 8) Develop articles, editorials, media advisories and press releases to enhance public awareness of the importance of quality early learning for children aged birth to 5 years and advance the mission of the Early Learning Challenge in Delaware;
- 9) Develop professional reports and presentations materials as requested by OEL contract manager to support education and engagement of stakeholders and inform the public on grant implementation progress and early childhood system development accomplishments;
- 10) Develop, enhance, update regularly and maintain website ([www.greatstartsdelaware.com](http://www.greatstartsdelaware.com))
- 11) Design and develop website enhancements to existing website ([www.greatstartsdelaware.com](http://www.greatstartsdelaware.com)) to further enhance quality and usefulness to families with young children and optimize reach. Includes design and gathering all visual elements including illustrations, fonts and colors to be used in website design, formatting all content and required imagery in DPF/Word format to produce new or enhanced web pages and components as part of the site, production of corresponding

interior and third-level page designs, reflective of the style and structure of the OEL-approved website design. Employ search engine optimization programming to allow the website to be found easily on major search engines, provide website hosting and domain registration, including registering and hosting the needed site files and setup of all required email addresses. Host the website, making regular updates to keep it fresh, at a minimum of twice each month.

- 12) Support, enhance and further develop OEL’s use of social media and social marketing, including Facebook, Twitter, Pinterest and the website to optimize the use of social media in support of the Early Learning Challenge implementation;
- 13) Ongoing development and enhancement of the monthly Delaware Early Childhood E-News as well as e-blasts that are topic-specific, invitations to events, and other information releases of report or product development as requested by the contract manager at OEL. Manage distribution of information on behalf of OEL for communications releases, collect and report data on the reach and optimization of communications via email release.
- 14) Develop and work with OEL to implement strategies to increase the reach of communications tools, increasing the number of individuals receiving information distributed by OEL to expand message reach.
- 15) Conduct event planning at the request of the Office of Early Learning;
- 16) Provide professional photography services at the request of the Office of Early Learning Provide monthly invoice for professional services to OEL by the 10<sup>th</sup> of each month for the previous month’s work, with activity report as required by the contract and supporting data reports that are performance indicators (e.g. website use /individual users), regularly and timely.

It is anticipated that the payment rates for the professional services under a contract that may be awarded as a result of this request for proposal will be as follows:

- |  |               |
|--|---------------|
| • Marketing, communications, Training and photography professional services  | \$65.00/hour  |
| • Website design, art design and website development and hosting   | \$200.00/hour |
| • Promotional materials development, distribution management and related quality assurance of promotional displays | \$35.00/hour  |

**D. Minimum requirement:**

Successful applicant will have experience in the provision of the professional services included in this RFP in the field of early learning, and demonstrate clearly the extent of that experience across the array of professional services covered in the RFP.

**III. Required Information**

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

**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 Professional Services to be Performed (10 Points)**  
Includes elements addressed above in Part II
2. **Applicant/agency Qualifications and Early Childhood-Related Experience (35 Points)**  
Includes all elements addressed below 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 Part II, Section on "Key Responsibilities."
4. **Cost Proposal (15 Points)**  
Includes all elements addressed above as well as in "Overview" (Part II, Section A).

## **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.

**Nancy Widdoes, Deputy Director**  
**Delaware Office of Early Learning**  
**820 North French Street, 5<sup>th</sup> Floor**  
**Wilmington, DE 19801**  
[Nancy.Widdoes@state.de.us](mailto:Nancy.Widdoes@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 3 paper copies and 1 electronic copy 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 Organization**

Present a detailed statement of the organization and how it will successfully be able to provide the professional services of the RFP, Include a summary of relevant experience, specifically experience directly related to professional services in the field of early childhood education. Outline work in the field and provide source information on where samples that show the organization's work in the field of early childhood education may be reviewed (e.g. on a website).

ii. **Organizational Description and Qualifications**

Provide the organizational description and qualifications.

iii. **Organizational Experience**

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 system development) 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 the content and 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 and include a budget with narrative for the period January 1, 2013 through December 31, 2014 and, where it is anticipated that the activities and budget will be different in scope or type, prepare and include a separate budget with narrative for the period January 1, 2015 – December 31, 2015.

It is anticipate that there is \$250,000 per year and a total of \$500,000.00 to support this work over the two year period. 100% of the funds for this initiative are from the federal Early Learning Challenge Grant to the state of Delaware which is managed by the Delaware Office of Early Learning.

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, if applicable.
- 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 e grounds for immediate rejection of the bid.

- VI. Names and phone numbers of at least three (3) organizations for whom the vendor has 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. 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 13, 2013**. The outside of the proposal package must be clearly labeled "RFP # DOE – **2014-12- Professional Services for Community Engagement and Marketing.**" The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Kim 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 December 4, 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 31, 2013**. The DDOE reserves the right to ask for an extension of time if needed.

### **6. Late Proposals**

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

### **7. Proposal Opening**

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

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

#### **8. Non-Conforming Proposals**

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

#### **9. Concise Proposals**

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

#### **10. Realistic Proposals**

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

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

#### **11. Confidentiality of Documents**

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

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

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

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

## **12. Multi-Vendor Solutions (Joint Ventures)**

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

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

### **a. Primary Vendor**

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

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

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

### **b. Sub-Contracting**

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

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

### **c. Multiple Proposals**

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

## **13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting assignments; however,

vendors assume all responsibility for work quality, delivery, installation, maintenance, and any supporting services required by a subcontractor.

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

#### **14. Discrepancies and Omissions**

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

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

##### **a. RFP Question and Answer Process**

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

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

- b. 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 **December 6, 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>. No responses will be posted on November 29 due to the Thanksgiving holiday break when the State of Delaware's offices will be closed. Responses to questions received from November 25 through 27 will be posted on Monday December 2 by 4:30 pm.

#### **15. State's Right to Reject Proposals**

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

## **16. State's Right to Cancel Solicitation**

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

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

## **17. State's Right to Award Multiple Source Contracting**

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

## **18. Notification of Withdrawal of Proposal**

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

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

## **19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at <http://www.doe.k12.de.us/rfplisting/> and <http://bids.delaware.gov>. DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

## **20. Exceptions to the RFP**

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

## **21. Award of Contract**

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

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

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

**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, 2015 with two possible extensions of one year each period. 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:

**Finance and Administration Manager  
Delaware Office of Early Learning  
820 North French Street, 5<sup>th</sup> 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 coverage's, secure at its own expense the following coverage:

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

4) The vendor shall provide a certificate of insurance 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.

## **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 name of contractor]*  
*[Insert beginning and end date of contract]*

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

**Section II: Goals (half page)**

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

- Goal 1: Expand comprehensive screening of young children and service referrals
  - Strategy 1: Conduct health provider outreach
  - Strategy 2: Expand opportunities to link families to services
  - Strategy 3: Strengthen young child mental health services
- Goal 2: Expand number of Stars programs and high needs children in Stars
  - Strategy 1: Provide financial incentives for Stars programs serving high needs children
  - Strategy 2: Expand supports for Stars Programs
  - Strategy 3: Provide education and retention incentives for Stars educators
- Goal 3: Develop an aligned early learning to K-12 perspective
  - Strategy 1: Implement Delaware Early Learner Survey
  - Strategy 2: Create Early Learning Teams in high needs communities to improve linkages
  - Strategy 3: Integrate curriculum for early childhood degrees and credentials offered by higher education
- Goal 4: Sustain early learning system development and service improvements
  - Strategy 1: Use data to inform quality improvement and accountability
  - Strategy 2: Engage community leaders, including parents, as informed advocates for early learning
  - Strategy 3: Provide leadership for system development and sustainability

**Section III: Effective Date**

Use this language, inserting the effective date:

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

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

**Section V: Implementation Plan**

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

<b>Goal: (List the goal to which the objective is aligned)</b>			
<b>Objective: A measurable outcome (What you will accomplish)</b>			
<b>Deliverables:</b> Specific activities and strategies to meet the objective (What you will do)	<b>Staff:</b> Lead staff, staff from partner organizations. Note who is responsible for the deliverables.	<b>Timeline:</b> Date for completing the work (When deliverables will be met)	<b>Intended Results:</b> Evidence that shows progress to meet the objective (How you know you will be successful)

## **Appendix B**

### **Budget Preparation Guidelines**

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 (where applicable)
- Budget Details
- Budget Summary
- SAMPLE Personnel & Fringe Detail

##### **A. Personnel & Fringe Detail Tab (where applicable)**

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 (where applicable)**
  - 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 (where applicable)**
  - 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 (where applicable)**

- 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 (where applicable)**

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 (where applicable)**

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 is 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 (where applicable)**

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 (where applicable)**

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.

Tab for Personnel and Fring is n/a in professional services contract)

## **Contract period**

The start and end dates of the contract.

## **Equipment (where applicable)**

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 (where applicable)**

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 (where applicable)**

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 10<sup>th</sup> 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 10<sup>th</sup> 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](mailto:jason.gardner@state.de.us)
- with copy to Contract Manager, Nancy.widdoes@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 Owning**

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:

**Month**

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](http://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

**Place of Performance:**

City State Zip  
 (If different than above) Street

44

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.

<b>PREPARED BY:</b>	
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:**

\_\_\_\_\_ 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.  
**Initials**

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.