REQUEST FOR
PROPOSALS FOR PROFESSIONAL SERVICES
PARENTS AS TEACHERS (PAT)
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
RFP # DOE 2017-13

I. Overview

The State of Delaware, Department of Education (DDOE), seeks grant proposals to operate the home visiting program, Parents as Teachers (PAT). PAT is an international organization that promotes optimal early development, learning and health of young children by supporting and engaging their parents through home visiting. 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: March 10, 2017**
Deadline for Questions	**Date: March 24, 2017**
Response to Questions Posted by:	**Date: March 31, 2017**
Deadline for Receipt of Proposals Time)	**Date: April 28, 2017 at 3:00 PM (Local**
Estimated Notification of Award	**Date: June 2017**

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). 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 Department of Education reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

A mandatory pre-bid meeting has not been established for this Request for Proposal.

II. Scope of Services

A. Overview

The DDOE is requesting proposals for a PAT Affiliate that will utilize the PAT Evidence-Based Model. The PAT Evidence-Based Model is a comprehensive home-visiting, parent education model that utilizes specific curricula through National PAT. DDOE PAT affiliate will be funded from state and federal funds through a partnership with DDOE and Division of Public Health; The Maternal, Infant and Early Childhood Home Visiting Program (MIECHV).

Affiliate will be required to provide services prenatal through age five by offering home visits, group connections, resource networks to families, and child screening. Affiliate will be required to collect data and participate in the monitoring process determined by DDOE.

B. Introduction

The PAT Program is established under the auspices of the State Board of Education (14 Del. C. §4118) and shall be coordinated through one or more local school boards. The program shall address the educational needs of targeted parents of children and shall contain the following elements:

- the use of individuals who are professionally trained in child development and parenting;
- the provision by participating school systems of instruction in child development and parenting, on a voluntary enrollment basis, to targeted parents of children from infancy through age three (through age five due to state and federal funding partnership);
- the program shall be provided in homes and other appropriate community settings in a cost-effective, accessible and convenient manner;
- services shall be focused and targeted, to the extent possible, to parents of at risk children; and,
- evidence of significant local support for the project from school system administrators and local school boards and local parent and children advocacy organizations.

The implementation of the PAT Program shall be subject to specific availability of funding.

The Fiscal Year 2017 planned distribution of services will be:

New Castle County –

- At a minimum there are to be 460 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by the PAT National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by the PAT National Center, and are connected to resources. Of the 460 families consistently enrolled, 290 have to be identified as meeting the enrollment requirements under the Division of Public Health MIECHV guidelines. In accordance with the Delaware Code, only those 290 families identified can continue services through age five. The number of families served are subject to change in relation to funding.
- Priority will be given to families residing in the following zip codes for the MIECHV funding:

    - Central Wilmington (19804,19805)
    - East Wilmington (19801,19802,19806)
    - Northeast Wilmington (19703,19809)
    - Southeast Wilmington (19706,19720,19733)
    - North Newark (19711)
- Under National PAT guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually
    - Delaware has determined that all families have to have at least one risk factor. Sixty percent of those families have to have more than one risk factor so that:
        - At a minimum there are to be 276 families who will receive at least 24 visits per year = a minimum of 6,624 visits
        - At a minimum there are to be 184 families who will receive at least 12 visits per year = a minimum of 2,208 visits
- At a minimum there are to be 8,832 visits completed at the end of the fiscal year with required monthly reporting that demonstrates the progression of this goal.

Kent County –

- At a minimum there are to be 184 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by the PAT National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by PAT National Center, and are connected to resources. Of the 184 families consistently enrolled, 116 have to be identified as meeting the enrollment requirements under the Division of Public Health MIECHV guidelines. In accordance with the Delaware Code, only those 116 families identified can continue services through age five. The number of families served are subject to change in relation to funding.
- Priority will be given to families residing in the following zip codes for the MIECHV funding:
    - Laurel/Seaford (19933, 19940, 19956, 19973)
    - Dagsboro/Millsboro (19930, 19939, 19944, 19945, 19966, 19967, 19970, 19975)
- Under National PAT guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually
    - Delaware has determined that all families have to have at least one risk factor. Sixty percent of those families have to have more than one risk factor so that:
        - At a minimum there are to be 110 families who will receive at least 24 visits per year = a minimum of 2,640 visits

        - At a minimum there are to be 74 families who will receive at least 12 visits per year = a minimum of 888 visits
- At a minimum there are to be 3,528 visits completed at the end of the fiscal year with required monthly reporting that demonstrates the progression of this goal.

Sussex County –

- At a minimum there are to be 272 families consistently enrolled receiving at least monthly visits. Enrollment means that families are meeting the four components identified by PAT National Center. Enrollment means that families are receiving personal home visits monthly, bi-weekly, or weekly based on their identified risk factors. Families are also referred to the group connections of the program, have screenings conducted as advised by PAT National Center, and are connected to resources. Of the 272 families consistently enrolled, 172 have to be identified as meeting the enrollment requirements under the Division of Public Health MIECHV guidelines. In accordance with theDelaware Code, only those 172 families identified can continue services through age five. The number of families served are subject to change in relation to funding.
- Priority will be given to families residing in the following zip codes for the MIECHV funding:
    - Milford/Harrington (19941, 19942, 19946, 19950, 19952, 19954, 19960, 19963)
    - Dover (19901)
- Under National PAT guidelines, families with 1 or fewer high needs characteristics receive at least 12 personal visits a year and families with 2 or more high needs characteristics receive at least 24 personal visits annually
    - Delaware has determined that all families have to have at least one risk factor. Sixty percent of those families have to have more than one risk factor so that:
        - At a minimum there are to be 163 families who will receive at least 24 visits per year = a minimum of 3,912 visits
        - At a minimum there are to be 109 families who will receive at least 12 visits per year = a minimum of 1,308 visits
- At a minimum there are to be 5,220 visits completed at the end of the fiscal year with required monthly reporting that demonstrates the progression of this goal.

C. Key Responsibilities include the following elements:

Outreach and Enrollment

1. The PAT model is designed for universal access to services because all young children and their families deserve the same opportunities. Due to limited funding and resources, DDOE is targeting specific populations or families with

multiple high needs characteristics. DDOE will follow the identified high needs characteristics from PAT:

a. Teen Parent
b. Child with disability or chronic health condition
c. Parent with disability or chronic health condition
d. Parent with mental illness
e. Low educational attainment
f. Low income
g. Recent immigrant or refugee family
h. Substance abuse
i. Court-appointed legal guardians and/or foster care
j. Homeless or unstable housing
k. Incarcerated parent
l. Very low birth weight
m. Death in immediate family
n. Domestic violence
o. Child abuse or neglect
p. Military family

2. Programs will have to produce a plan to show outreach to families who have at least one of the identified high needs characteristics.
3. Programs will have to produce a plan to show recruitment strategies on how the program will recruit new families to maintain identified target number of families and visits on a monthly basis.
4. Programs will have to show how they are focusing on families in target neighborhoods for more extensive services through home visits by serving families 2 times a month. Target neighborhoods have been identified by Division of Public Health in the expansion of home visiting under the Maternal, Infant, and Early Childhood Home Visiting Program of the Affordable Care Act. (See Attachment 12)

Transition and Program Management

1. Startup implementation details are required to ensure the PAT services begin July 1, 2017.
2. Transition plan for existing PAT families to the providers' intake processes including the assignment of PAT educators.
3. Input of pertinent data into the DDOE designated data system for PAT and providing access for DDOE to upload all data into the DDOE designated server. Monthly reports are to be completed and submitted by the 10th of the month after each month to DDOE's PAT Monitor. (See Attachment 13 for the Monthly Reporting Template).
4. Program will partake in monthly meetings between the program coordinator and the DDOE's designated PAT Monitor and/or DOE's Education Associate overseeing PAT to review reports, documentation, successes, challenges, unmet targets and plan of action to address challenges or unmet targets.
5. An Annual Performance Report will be completed and submitted to the PAT National portal before the designated deadline set forth by PAT National.

6. Maintenance of family files in accordance with DDOE Guidelines, including archiving families that have existed.
7. Collaboration between the array of home visiting, parent education services and early care and education programs to ensure families are getting services that will most benefit their needs.

Services

1. Model-certified parent educators will emphasize parent-child interaction, development-centered parenting and family well-being as they deliver services to families.
    a. Service initiation and participation
        - Affiliate has a written recruitment plan that identifies approaches and setting in which to recruit the families.
        - Assignment of families to parent educators takes into consideration several key factors, including the family's primary language and parent educator experience with particular family backgrounds and characteristics.
        - Parent educator develops a transition plan with the family prior to service completion.
        - Parent educator completes an exit record within 30 days of the family's exit from the program.

    b. Assessment and goal setting
        - Parent educator maintains a relationship-based, non-judgmental and culturally responsive approach to conducting family-centered assessment and goal setting.
        - Goals are developed in partnership with families using multiple sources of information, including parents' interest and needs, family-centered assessment, and screening results.
        - Goals are established within 90 days of enrollment.

2. Family-centered assessment and goal setting will accompany the model's four interrelated and integrated components:
    a. Personal Visits
        - Visits will be conducted 12 months of the year with flexibility to families to receive visits during morning, afternoon and early evening hours with weekend options.
        - Majority of personal visits take place in the home setting.
        - Personal visits last approximately one hour or 75 minutes when visiting families with multiple enrolled children.
        - Parent educators address all three areas of emphasis during the personal visit:
            - Parent-child interaction
            - Development centered parenting

- Family well-being
- Parent educators individualize personal visits in response to family's culture.

b. Group Connections
- Suited to families' interests, needs and culture background.
- Offered at times and locations that are convenient for family members.
- Consistently gathers feedback from family members on group connections.
- Affiliate provides information and resources that help families extend their learning beyond the group connection.

c. Resource Network
- Affiliate identifies the community resources needed by the families they serve.
- Parent educators are well informed and how families can access resources.
- Written permission to exchange information is obtained with families prior to contact with other resources and providers.
- Parent educators help families prepare for connecting with a resource.
- Parent educators document resource connections and follow-up in the family file.

d. Child Screening
- Parent educators share parenting strategies and parent child activities tied to developmental screening results.
- Completed screening results are maintained as part of the family file.
- When indicated by screening results, parent educators make and document recommendations for further assessment.
- Screening incorporates parent observations of the child.

Data Collection

1. Affiliates will be required to submit data on a monthly basis to DDOE that includes, but not limited to the number of:
   a. families currently enrolled separated by funding sources;
   b. visits completed separated by funding sources;
   c. families exited separated by funding sources;
   d. parent educators separated by full time and part time; and,
   e. group connections completed with the number of participants.

2. Affiliates will be required to document all the performance and systems outcome measures for the Division of Public Health MIECHV federally funded programs monthly including, but not limited to:

a. Preterm Birth
b. Breastfeeding
c. Depression Screening
d. Well Child Visit
e. Postpartum Care
f. Tobacco Cessation Referrals
g. Safe Sleep
h. Child Injury
i. Child Maltreatment
j. Parent-Child Interaction
k. Early Language and Literacy Activities
l. Developmental Screening
m. Behavioral Concerns
n. Intimate Partner Violence Screening
o. Primary Caregiver Education
p. Continuity of Insurance Coverage
q. Completed Depression Referrals
r. Completed Developmental Referrals
s. Intimate Partner Violence Referrals

3. Affiliates will be required to participate in regular Continuous Quality Improvement (CQI) projects around benchmark data and/or PAT model reporting requirements.

Documentation that the PAT National Center's Affiliate Standards are being met which include the following:

1. The affiliate provides at least two years of services to families with children between prenatal and kindergarten entry.
2. The minimum qualification for parent educators are a high school diploma or GED and two years previous supervised experience with young children and/or parents. *While this is National PAT Standard, DDOE standard for qualification for parent educators is at least 75 percent of the parent educators have a bachelor's degree in early childhood or a related field and up to but no more than 25 percent of the parent educators have an associate's degree in early childhood or a related field.*
3. The affiliate has an advisory committee that meets at least every 6 months (can be part of a larger committee, community network or coalition as long as the group includes a regular focus on the PAT affiliate).
4. Each month, parent educators working more than 0.5 FTE participate in a minimum of two hours of individual reflective supervision and a minimum of two hours of staff meetings and parent educators working 0.5 FTE or less participate in a minimum of one hour of reflective supervision and two hours of staff meetings.

    1. Supervisors that are serving families are required to also participate in reflective supervision.
5. Each supervisor, mentor or lead parent educator is assigned no more than 12 parent educators, regardless of whether the parent educators are full-time or part-time employees.
6. All new parent educators in an organization who will deliver Parents as Teaches services to families attend the Foundational and Model Implementation Trainings before delivering PAT services; new supervisors attend at least the Model Implementation Training. *All trainings are the responsibility of the PAT Affiliate.*
7. Parent educators obtain competency-based professional development and training and renew certification with national office annually.
    1. According to National PAT, 100 percent of model affiliate parent educators are up to date with their certification.
8. Parent educators complete and document a family-centered assessment within 90 days of enrollment and then at least annually thereafter, using an assessment that addresses the PAT required areas.
    1. According to National PAT, at least 60 percent of families enrolled more than 90 days had an initial family-centered assessment completed within 90 days of enrollment during the program year. *DDOE has identified Life Skills Progression as the family-centered assessment that affiliate will utilize under this RFP.*
    2. According to National PAT, at least 60 percent of families that received at least one personal visit had a family centered assessment completed in the program year. *DDOE has identified Life Skills Progression as the family-centered assessment that affiliates will utilized under this RFP.*
9. Parent educators develop and document goals with each family they serve.
    1. According to National PAT, at least 60 percent of the families that received at least one personal visit had at least one documented goal during the program year covered by the most recent APR. *DDOE is requiring 70 percent of the families that received at least one personal visit had at least one documented goal during the program year.*
10. Parent educators use the foundational visit plans and planning guide from the curriculum to design and deliver personal visits to families.
11. Families with one or fewer high needs characteristics receive at least 12 personal visits annually and families with two or more high needs characteristics receive at least 24 personal visits annually.
    1. According to National PAT, at least 60 percent of families with one or fewer high needs received at least 75 percent of the required number of visits in the program year covered by the most recent APR. *Monitoring will be monthly to ensure that 75 percent of the required number of visits for families with one or fewer high needs are met and documented. If programs are not in compliance with what DDOE has established as a standard, they will be put on an improvement plan with the possibility of termination of funding.*

2. According to National PAT, at least 60 percent of families with two or more high needs receive at least 75 percent of the required number of visits in the program year covered by the most recent APR. *Monitoring will be monthly to ensure that 75* percent *of the required number of visits for families with one or fewer high needs are met and documented. If programs are not in compliance with what DDOE has established as a standard, they will be put on an improvement plan with the possibility of termination of funding.*

12. Full time first year parent educators complete no more than 48 visits per month during their first year and full-time parent educators in their second year and beyond complete no more than 60 visits per month. *National recommends no more than 20 families per parent educator.*
    1. *All visit documentation is required to be in the DDOE identified data system within 24 hours after completion of the visit.*
13. Affiliates deliver at least 12 group connections across the program year. *DDOE will only be providing funding to support PAT National Affiliate Standards. If a program is conducting additional group connections, the affiliate may be required to provide documentation documenting the additional resources to support additional group connections.*
14. Screening takes place within 90 days of enrollment for children four months or older and then at least annually thereafter (infants enrolled prior to four months of age are screened prior to seven months of age.) A complete screening includes developmental screening using PAT approved screening tools, along with completion of a health review that includes a record of hearing, vision, and general health status. Developmental domains that require screening include language, intellectual, social-emotional & motor development.
    1. According to PAT National, at least 60 percent of newly enrolled children had a complete initial screening within the required time frame. *DDOE has identified the Ages and Stages Questionnaire 3 and Ages and Stages Questionnaire: Social-Emotional 2 to be utilized as the screening tool and is requiring 70* percent *of newly enrolled children to have a complete screening within the required time frame.*
    2. According to PAT National, at least 60 percent of children received a complete screening in the program year covered by most recent APR. *DDOE has identified the Ages and Stages Questionnaire 3 and Ages and Stages Questionnaire: Social-Emotional 2 to be utilized as the screening tool and is requiring 70* percent *of children to have a complete screening within the required time frame.*
15. Parent educators connect families to resources that help them reach their goals and address their needs.
    1. According to PAT National, at least 60 percent of families that received at least one personal visit were connected by their parent educator to at least one community resource in the program year. *DDOE is requiring 70* percent *of families connected to at least one community resource.*

16. At least annually, the affiliate gathers and summarizes feedback from families about the services they've received, using the results for program improvement.
17. The affiliate annually reports data on service delivery and program implementation through the Annual Performance Report; affiliates use data in an ongoing way for purposes of continuous quality improvement, including participating in the Quality Endorsement and Improvement Process every five years.

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. Provide Delaware license(s) and/or certification(s) necessary to perform services as identified in the scope of work.

Prior to the execution of an award document, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required.

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.

3. Complete all appropriate attachments and forms as identified within the RFP.

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section IV, subsection D, Item 5, sub e.

5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

1. Experience and Reputation of providing home visiting services
2. Expertise with PAT Affiliate standards and MIECHV performance standards
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations
8. Other criteria necessary for a quality cost-effective project

IV. Professional Services RFP Administrative Information

A. RFP Issuance

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

2. Obtaining Copies of the RFP

This RFP is available in electronic form through DDOE website at: https://pubapps.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.

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.

Carmen Gallagher
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639
Email: carmen.gallagher@doe.k12.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 the State's 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 the 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 5 paper copies and 1 electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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

- Narrative limited to 30 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.;

- 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).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time)** on **April 28, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Kim Wheatley, Finance Director
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

Vendors are directed to clearly print "BID ENCLOSED" and "RFP # DOE – 2017-13 Parents AsTeachers" on the outside of the bid submission package.

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 **April 28, 2017.** 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 **October 1, 2017**. 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

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

9. Concise Proposals

The 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. The DDOE's interest is in the quality and responsiveness of the proposal.

10. Realistic Proposals

It is the expectation of the 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.

The 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 the 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.

The 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 the 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 the 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, the 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 the 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 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 the 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 the 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

The DDOE expects to negotiate and contract with only one "prime vendor". The 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 the 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 the 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, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at: https://pubapps.DOE.k12.de.us/rfplisting/ by **March 24, 2017**. Vendor 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

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 **March 24, 2017**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on http://bids.delaware.gov.

15. State's Right to Reject Proposals

The 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 the 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 the DDOE may deem necessary in the best interest of the DDOE.

16. State's Right to Cancel Solicitation

The DDOE reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The 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 the DDOE. Vendor's participation in this process may result in the 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 the DDOE to execute a contract nor to continue negotiations. The 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, the 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 the 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 the 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 the 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:
https://pubapps.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 the DDOE's terms and conditions, must be recorded on Attachment 3. 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 the DDOE. The 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 the DDOE and the subsequent full execution of a written contract will constitute a contract, and no vendor will acquire any legal or equitable rights or privileges until the occurrence of both such events.

a. RFP Award Notifications

After reviews of the evaluation committee report and its recommendation, and once the contract terms and conditions have been finalized, the 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 the 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 the DDOE. The award is subject to the appropriate DDOE approvals.

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

22. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this

solicitation.

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the 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 the 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 DDOE.

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 shall 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 the 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.

Criteria Weight
All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate proposals:

Criteria	Weight
Understanding of PAT Affiliate guidelines	**25%**
Understanding of MIECHV performance standards	**25%**
Demonstrated knowledge of families being served within the county	**15%**
Organization's qualifications and experience	**15%**
Specifications of work to be performed	**10%**
Cost of proposal	**10%**
Total	**100%**

Vendors are encouraged to review the evaluation criteria and to provide a response that addresses each of the scored items. Evaluators will not be able to make assumptions about a vendor's capabilities so the responding vendor should be detailed in their proposal responses.

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, the 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, the DDOE will pay travel costs only for DDOE personnel for these visits.

5. **Oral Presentations**
After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

The selected vendors will have their presentations scored or ranked based on their ability to successfully meet the needs of the contract requirements, successfully demonstrate their product and/or service, and respond to questions about the solution capabilities.

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 the DDOE are the vendor's responsibility.

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

REF: Title 29, Chapter 6904(e) Delaware Code. If no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

2. General Information

a. The term of the contract between the successful bidder and DDOE shall be for **1** year with **2** possible extensions for a period of **1 year** for each extension.

b. The selected vendor will be required to enter into a written agreement with the DDOE. The 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 the 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 the 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. The DDOE's standard contract (Attachment 11) 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 within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE 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.

3. 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 DDOE 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.

4. 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 DDOE employee or agent of the DDOE 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, a percentage, brokerage, or contingent fee. For breach or violation of this warranty, the 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 DDOE employees, contractors or agents of the DDOE concerning this RFP shall be conducted in strict accordance with the manner, form, and conditions set forth in this RFP.

5. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the DDOE to leave the DDOE'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 DDOE's contracting officer. Solicitation of DDOE 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 DDOE employee who has initiated contact with the vendor. However, DDOE 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.

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

b. Temporary Personnel are Not State Employees Unless and Until They are Hired

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to

be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

d. 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*. § 2502.

Prior to receiving an award, the successful vendor shall either furnish the 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.

e. Notice

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

Carmen Gallagher, Education Associate
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

f. 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 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, 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 DDOE, the 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 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 the 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 the DDOE agrees to and accepts in writing.

g. 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 the 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 DDOE.

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

a.	Commercial General Liability	$1,000,000 per occurrence / $3,000,000 aggregate

And at least one of the following, as outlined below:

b.	Medical or Professional Liability	$1,000,000 per occurrence / $3,000,000 aggregate
c	Misc. Errors and Omissions	$1,000,000 per occurrence / $3,000,000 aggregate
d	Product Liability	$1,000,000 per occurrence / $3,000,000 aggregate

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 (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The DDOE shall not be named as an additional insured.
6. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

h. Performance Requirements

The selected Vendor will warrant that it 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.

i. Vendor Emergency Response Point of Contact

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the DDOE declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

j. 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.

k. 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 the DDOE. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

l. Penalties

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

m. Termination of Contract

The contract resulting from this RFP may be terminated as follows by the DDOE.

1. **Termination for Cause**: If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this 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 this Contract shall, at the option of the State, 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 usable to the State.

   On receipt of the contract cancellation notice from the State, the Vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not affect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

2. **Termination for Convenience**: The State may terminate this 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, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the State.

3. **Termination for Non-Appropriations**: 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. This is not a termination for convenience and will not be converted to such.

n. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in 19 Del. C. § 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, 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.

o. 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 bona-fide selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the 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.

p. 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.

q. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor’s proposal by completing Attachment 6, and are subject the approval and acceptance of the DDOE.

r. Personnel, Equipment and Services

1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

s. Fair Background Check Practices

Pursuant to 29 Del. C. §6909B and effective November 4, 2014 the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by State and/or Federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. §711(g) for applicable established provisions.

t. 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.

u. Contract Documents

The RFP, the purchase order, the executed contract (sample attached as Appendix 11) and any supplemental documents between the DDOE and the successful vendor shall constitute the contract between the 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, DDOE'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 the DDOE and the vendor.

v. 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, the 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.

w. Severability

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

x. 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.

y. Affirmation

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

z. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to

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

aa. 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** – The 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 the 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 affect 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 the DDOE.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.

bb. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

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

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

The DDOE reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the DDOE with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the DDOE.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions; however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

2. 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 your proposal.

3. Production Environment Requirements

The DDOE requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by at 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.

F. Attachments

The following attachments and appendixes shall be considered part of the solicitation:

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report – NOT REQUIRED
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE's Standard Contract Template
- Attachment 12 – Department of Public Health Target Neighborhood Report
- Attachment 13 - Budget Spreadsheet and Narrative Preparation Guidelines

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IMPORTANT – PLEASE NOTE

- **Attachments 2, 3, 4, 5 and 9 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachments 7 and 8 may represent required reporting on the part of awarded vendors. If applicable, those bidders receiving an award will be provided with active spreadsheets for reporting.

REQUIRED REPORTING

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (Attachment 7) shall be furnished in an **Excel format and submitted electronically**, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to **carmen.gallagher@doe.k12.de.us**. Submitted reports shall contain accurate descriptions of the products, goods or services procured, purchasing agency information, including the six-digit department and organization code, quantities procured and prices paid. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, Vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

AGENCIES MAY NOT REMOVE SUBCONTRACTING 2ND TIER REPORTS – Reporting is required by Executive Order.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier report is shown as in Attachment 8.

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **DOE 2017-19** Contract Title: **PAT**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

_____ 1. We do not wish to participate in the proposal process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

_____

_____

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are:

_____

_____

_____ 6. We do not sell the items/services on which Proposals are requested.

_____ 7. Other:_____

_____

_____ _____
FIRM NAME SIGNATURE

_____ We wish to remain on the Vendor's List **for these goods or services**.

_____ We wish to be deleted from the Vendor's List **for these goods or services**.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 2

CONTRACT NO.: **DOE 2017-19**
CONTRACT TITLE: **PAT**
OPENING DATE: **March 10, 2017 here at 3:00 PM (Local Time)**

NON-COLLUSION STATEMENT

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal**, and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware Department of Education

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware Department of Education.

COMPANY NAME _____(Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE LICENSE NUMBER_____

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS:	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
CERT. NO.: _____	Veteran Owned Business Enterprise (VOBE)	Yes No
	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL HAVE ORIGINAL SIGNATURE, BE NOTARIZED AND BE RETURNED WITH YOUR PROPOSAL

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 3

Contract No. **DOE 2017-19**
Contract Title: **PAT**

EXCEPTION FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this RFP. If the vendor is submitting the proposal without exceptions, please state so below.

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this RFP.

Paragraph # and Page #	**Exceptions to Specifications, Terms or Conditions**	**Proposed Alternative**

Note: use additional pages as necessary.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 4

Contract No. **DOE 2017-19**
Contract Title: **PAT**

CONFIDENTIAL INFORMATION FORM

☐ By checking this box, the Vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 5

Contract No. **DOE 2017-19**
Contract Title: **PAT**

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business name and mailing address
- Contact name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contract(s).

1.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

2.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

3.

Contact Name & Title:	
Business Name:	
Address:	
Email:	
Phone # / Fax #:	
Current Vendor (YES or NO):	
Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. **Insert RFP # here**	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		

PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware

Monthly Usage Report

Supplier Name:				Enter Contract No.	**Report Start Date:**				
Contact Name:					**Report End Date:**				
Contact Phone:					**Today's Date:**				
Agency Name or School District	**Division or Name of School**	**Budget Code**	UNSPSC	**Item Description**	**Contract Item Number**	**Unit of Measure**	**Qty**	**Contract Proposal Price/Rate**	**Total Spend**
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor. The report shall be submitted electronically in **EXCEL** and sent as an attachment to **carmen.gallagher@doe.k12.de.us**. It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

State of Delaware

Subcontracting (2nd tier) Quarterly Report

Prime Name:							**Report Start Date:**									
Contract Name/Number							**Report End Date:**									
Contact Name:							**Today's Date:**									
Contact Phone:							*Minimum Required		Requested detail							
Vendor Name*	**Vendor TaxID***	**Contract Name/ Number***	**Vendor Contact Name***	**Vendor Contact Phone***	**Report Start Date***	**Report End Date***	**Amount Paid to Subcontractor***	**Work Performed by Subcontractor UNSPSC**	**M/WBE Certifying Agency**	**Veteran /Service Disabled Veteran Certifying Agency**	**2nd tier Supplier Name**	**2nd tier Supplier Address**	**2nd tier Supplier Phone Number**	**2nd tier Supplier email**	**Description of Work Performed**	**2nd tier Supplier Tax Id**

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Vendor.

Completed reports shall be saved in an Excel format, and submitted to the following email address: vendorusage@state.de.us

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 9

Contract No. **DOE 2017-19**
Contract Title: **PAT**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146th General Assembly and under Section 30, No bid for any public works or professional services contract shall be responsive unless the prospective bidder discloses its reasonable, good-faith determination of:

1. Number of employees reasonable anticipated to be employed on the project: _____

2. Number and percentage of such employees who are bona fide legal residents of Delaware: _____

   Percentage of such employees who are bona fide legal residents of Delaware: _____

3. Total number of employees of the bidder: _____

4. Total percentage of employees who are bona fide residents of Delaware: _____

If subcontractors are to be used:

1. Number of employees who are residents of Delaware: _____

2. Percentage of employees who are residents of Delaware: _____

"Bona fide legal resident of this State" shall mean any resident who has established residence of at least 90 days in the State.

Attachment 10

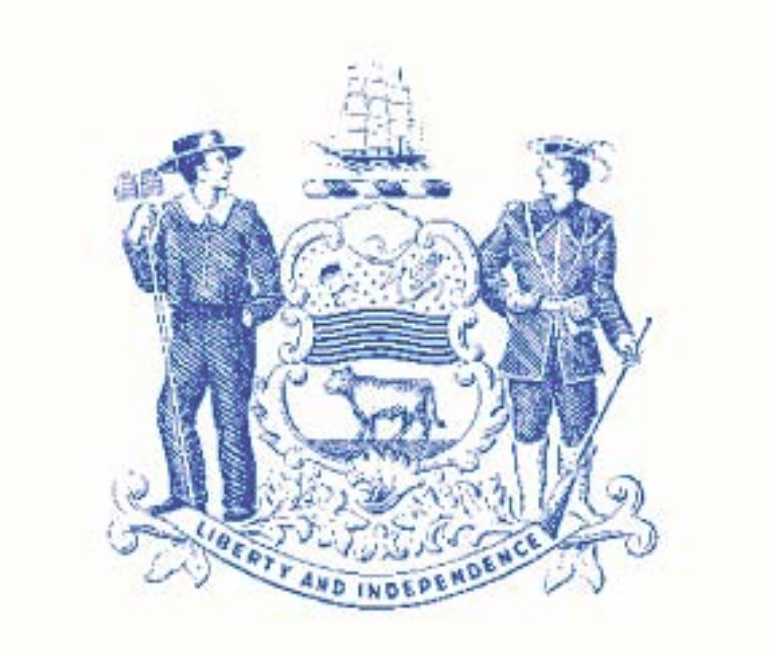
State of Delaware

Office of Supplier Diversity
Certification Application

The most recent application can be downloaded from the following site:
http://gss.omb.delaware.gov/osd/certify.shtml

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51percent owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51percent owner.



Complete application and mail, email or fax to:

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: http://gss.omb.delaware.gov/osd/index.shtml

THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.
NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 11

DOE CONTRACT TEMPLATE
PAT DOE 2017-19

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

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

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

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

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

1. Services.

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

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

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

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

2. Payment for Services and Expenses.

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

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

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

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

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of Federal, State and local sales, use and excise taxes, including any interest and

penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

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

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

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

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

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

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

Project	Team	Title	percent of Project Involvement

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

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

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

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

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

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

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

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

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

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

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

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

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

VENDOR NAME shall return any original data provided by DDOE.

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

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

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

6. Work Product.

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

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

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

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

7. Confidential Information.

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

8. Warranty.

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

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

9. Indemnification; Limitation of Liability.

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

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

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

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

10. Employees.

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

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

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

11. Independent Contractor.

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

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

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

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

12. Suspension.

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

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

13. Termination.

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

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

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

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

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

a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
b. Any payment due to VENDOR NAME at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of VENDOR NAME's default.
c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event VENDOR NAME shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of VENDOR NAME assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6 Gratuities.

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

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

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

14. Severability.

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

15. Assignment; Subcontracts.

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

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

15.3 Approval by DDOE of VENDOR NAME's request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve VENDOR NAME of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

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

19.3 VENDOR NAME may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

20. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

21. Insurance.

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

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

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

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

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

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

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

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

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

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

22. Assignment of Antitrust Claims.

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

23. Surviving Clauses.

The following clauses survive the termination of this Contract: Section 9.

24. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, except where Federal Law has precedence. VENDOR NAME consents to jurisdiction venue in the State of Delaware.

25. Notices.

Any and all notices required by the provisions of this Agreement shall be in writing and shall be mailed, certified or registered mail, return receipt requested. All notices shall be sent to the following addresses:

CONTRACTOR: (Contractor Name and Address)

DDOE: David Blowman, Associate Secretary
Financial Management and Operations
Delaware Department of Education
John G. Townsend Building
401 Federal Street, Suite 2
Dover, DE 19901
Phone No. (302) 735-4040
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:
_____

Next Page for Signatures.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

(Name of Contractor)	Delaware Department of Education
_____	_____
(Official of Contractor) Project Manager	Associate Secretary, (or Designee) Date Financial Management and Operations
_____	_____
Date	Initial Finance Director
_____	_____
(Official of Contractor) Principal Investigator	Branch Associate Secretary Date
_____	_____ _____
Date	Date Initial Work Group Director

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

AGENCIES MAY ELECT TO UTILIZE THIS FORM TO ENSURE PROPOSAL CONSISTENCY BETWEEN VENDORS. THIS FORM IS NOT A REQUIREMENT.

APPENDIX A

MINIMUM MANDATORY SUBMISSION REQUIREMENTS

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.

2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.

3. Pricing as identified in the solicitation

4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK .** All other copies may have reproduced or copied signatures – Form must be included.

5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.

6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.

7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.

8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.

9. One (1) complete Employing Delawareans Report (See Attachment 9)

10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. 5 paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**

2. 1 electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

Attachment 12

Department of Public Health Target Neighborhood Report

Identifying Delaware's At-Risk Communities
Zip codes may vary considerably in population and sizeable demographic differences may exist from one location within a zip code to another. To help mitigate these weaknesses, Delaware's zip codes were aggregated into 18 ―zones‖ with 2000 census population ranging from 22,573 to 58,301. The zip codes were loosely assigned to each zone by sharing similar rates of the following demographic indicators:
* *High School Completion*. Defined as the percentage of the population age 25 and over without a high school degree.
* *Poverty Level*. Defined as the percentage of the population below the 100percent Federal Poverty Level.
* *Unemployment Rate*. Defined as the percentage of the population age 16 and over in the labor force who are unemployed.

The median income reported in the 2000 census for each of the zip codes was taken, and through regression analysis, was assessed as being a fairly robust variable to explain the three demographic indicators above. To ascertain the weighted average median income of each zone, a calculation involving both the population proportion of each zip code within each zone and median income was performed.

In the original needs assessment analysis the highest risk zones were located in the metropolitan City of Wilmington. Although the results were not surprising there was consensus among the Home Visiting Steering Committee that services were needed in other areas of the state, beyond the City of Wilmington. Therefore, a sub-analysis was performed for Kent and Sussex Counties only and the top three at-risk communities were identified based on the metrics identified in the Affordable Care Act. The needs assessment finding were vetted with stakeholders and community members through the Home Visiting Steering Committee and community engagement forums (further discussed in section 3). Based on feedback, it was determined that six zones, three from Wilmington and three from the Kent/Sussex counties would constitute the
targeted communities for Delaware's Maternal, Infant and Early Childhood Home Visiting (DMIEC-HV) Program. A detailed assessment of the needs and existing resources of each of the six communities is provided below.

ZONE 1: Wilmington River Area
Zone 1 is located in the northeastern geographic region of the Wilmington metropolitan area. It includes the cities and towns of Bellefonte, Claymont, Edgemoor, and parts of Wilmington. It is comprised of zip codes 19703 and 19809 and census tracts 101.01,
101.02, 102, 103, 104, 105, 107, and 108.

Zone 1 was targeted as a high-risk community that would be supported by the MIECHV
program as it had among the lowest performing maternal and child health indicators in Delaware. The following tables provide detailed data for Zone 1.

Age Breakdown				
Indicator	Zone 1		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	31,334	**	863,832	**
Age: Under 5 years	2,282	7.28%	58,302	6.75%
Age: 5 to 9 years	1,782	5.69%	54,911	6.36%
Age: 10 to 14 years	1,999	6.38%	56,126	6.50%
Age: 15 to 19 years	1,869	5.96%	61,003	7.06%
Age: 20 to 24 years	1,568	5.00%	56,402	6.53%
Age: 25 to 34 years	4,658	14.87%	112,525	13.03%
Age: 35 to 44 years	4,652	14.85%	121,689	14.09%
Age: 45 to 54 years	4,906	15.66%	125,193	14.49%
Age: 55 to 59 years	2,078	6.63%	52,054	6.03%
Age: 60 to 64 years	1,520	4.85%	46,778	5.42%
Age: 65 to 74 years	1,729	5.52%	63,066	7.30%
Age: 75 to 84 years	1,440	4.60%	40,433	4.68%
Age: 85 years and over	851	2.72%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 1		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	31,334	**	863,832	**
Race: One race	30,806	98.31%	863,832	98.28%
Race: Two or more races	528	1.69%	58,302	1.72%
White Non-Hispanic	21,402	68.30%	590,627	68.37%
Black Non-Hispanic	7,225	23.06%	173,903	20.13%
Hispanic	1,208	3.86%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 1	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	11.20	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	10.67%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.71%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 1	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.89%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 1	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	2.45%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 1**	**Delaware**
Number of Households	13,019	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$37,729	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	8.34%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.62%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	17.37%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	5.93%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Wilmington River Area has strengths and risk factors. Among the strengths are resources including:

- Claymont Family Health Services
- Claymont State Service Center/Community Center
- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Mt. Pleasant School-Based Health Center
- Support of the Wilmington Consortium

Compared to the state as a whole, Wilmington River Area residents have a higher risk for the following:

- 3 Infant mortality
- 4 Low birth weight
- 5 Unemployment

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone.

Table 2: Number and Types of Home Visiting Programs Statewide.

Home Visiting Agency	Home Visiting Model	Families Served Last Year	Referral Source	Referrals Made
Division of Public Health	Healthy Families America (known programmatically as Smart Start)	415 families with children under the age and/or during pregnancy	Hospitals, health care providers, Medicaid Managed Care	WIC, social services, child welfare, TANF, Medicaid
Children and Families First	Nurse-Family Partnership	91 clients	Smart Start, health care providers, CBO's	Housing assistance, Medicaid, TANF, employment assistance
Department of Education	Parents as Teachers	1,190 families	Schools, other home visiting programs	Medicaid, child welfare, TANF
Early Head Start	Department of Education and University of Delaware	306 families	CBO's, provides, social services	Housing assistance, mental health, TANF, adult education

Based on the community engagement forum feedback, residents of Wilmington River Area were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which

highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and neighborhood social capital.

ZONE 3: Center City Wilmington

Zone 3 is located in the central geographic region of the Wilmington metropolitan area and exclusively consists of the City of Wilmington. It is comprised of zip codes 19801, 19802, and 19806 and census tracts 1, 2, 3, 4, 5, 6.01, 6.02, 7, 8, 9, 10, 11, 12, 13, 15, 16,
17, 19, 20, 21, 26, 27, and 154.

Zone 3 was chosen as a high-risk community because it had among the highest rates of child maltreatment and poor maternal and child health indicators in Delaware. Zone 3 shares a border with both Zone 1 and Zone 4, two other communities considered to be high-risk.

The tables on the following pages provide detailed age, race/ethnicity, and benchmark-related data for Zone 3.

Age Breakdown				
Indicator	Zone 3		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	57,435	**	863,832	**
Age: Under 5 years	3,571	6.22%	58,302	6.75%
Age: 5 to 9 years	3,433	5.98%	54,911	6.36%
Age: 10 to 14 years	3,419	5.95%	56,126	6.50%
Age: 15 to 19 years	3,524	6.14%	61,003	7.06%
Age: 20 to 24 years	3,706	6.45%	56,402	6.53%
Age: 25 to 34 years	9,491	16.52%	112,525	13.03%
Age: 35 to 44 years	8,069	14.05%	121,689	14.09%
Age: 45 to 54 years	8,474	14.75%	125,193	14.49%
Age: 55 to 59 years	3,287	5.72%	52,054	6.03%
Age: 60 to 64 years	2,818	4.91%	46,778	5.42%
Age: 65 to 74 years	3,721	6.48%	63,066	7.30%
Age: 75 to 84 years	2,633	4.58%	40,433	4.68%
Age: 85 years and over	1,289	2.24%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 3		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	57,435	**	863,832	**
Race: One race	56,505	98.38%	863,832	98.28%
Race: Two or more races	930	1.62%	58,302	1.72%
White Non-Hispanic	18,286	31.84%	590,627	68.37%
Black Non-Hispanic	34,839	60.66%	173,903	20.13%
Hispanic	2,965	5.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 3	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	14.19	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	15.10%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	18.07%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	**Numerator**	**Denominator**	**Zone 3**	**Delaware**
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	1.13%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	**Numerator**	**Denominator**	**Zone 3**	**Delaware**
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	5.26%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 3**	**Delaware**
Number of Households	24,645	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$27,900	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	19.18%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	18.08%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	28.46%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	11.15%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Center City Wilmington has strengths and risk factors. Among the strengths are resources including:

- Northeast State Service Center
- Porter State Service Center
- Henrietta Johnson Medical Center
- Westside Family Healthcare
- Wilmington Hospital Health Center
- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Howard School-Based Health Center
- Support of the Wilmington Consortium

Compared to the state as a whole, Center City Wilmington residents have a higher risk for the following:

- 6 Child maltreatment
- 7 Poor maternal and child health

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Center City Wilmington were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting

services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and building neighborhood social capital.

ZONE 4: Western Wilmington

Zone 4 is located in the central and western geographic region of the Wilmington metropolitan area. It includes the cities and towns of Elsmere, Newport, and parts of Wilmington. It is comprised of zip codes 19804 and 19805 and census tracts 14, 22, 23, 24, 25, 123, 124, 125, 126, 127, 129, and 130.

Note that many of the neighborhoods that are at-risk in Zone 4 are located in Wilmington with fewer in Elsmere and Newport. This zone shares a heavily populated border with Zone 3.

The tables on the following pages provide age, race/ethnicity, and benchmark-related data for Zone 4.

Age Breakdown				
Indicator	Zone 4		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	43,735	**	863,832	**
Age: Under 5 years	3,381	7.73%	58,302	6.75%
Age: 5 to 9 years	2,834	6.48%	54,911	6.36%
Age: 10 to 14 years	2,740	6.27%	56,126	6.50%
Age: 15 to 19 years	3,054	6.98%	61,003	7.06%
Age: 20 to 24 years	2,783	6.36%	56,402	6.53%
Age: 25 to 34 years	7,372	16.86%	112,525	13.03%
Age: 35 to 44 years	5,886	13.46%	121,689	14.09%
Age: 45 to 54 years	5,944	13.59%	125,193	14.49%
Age: 55 to 59 years	2,141	4.90%	52,054	6.03%
Age: 60 to 64 years	2,277	5.21%	46,778	5.42%
Age: 65 to 74 years	2,333	5.33%	63,066	7.30%
Age: 75 to 84 years	2,079	4.75%	40,433	4.68%
Age: 85 years and over	911	2.08%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 4		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	43,735	**	863,832	**
Race: One race	42,987	98.29%	863,832	98.28%
Race: Two or more races	748	1.71%	58,302	1.72%
White Non-Hispanic	25,243	57.72%	590,627	68.37%
Black Non-Hispanic	9,224	21.09%	173,903	20.13%
Hispanic	8,380	19.16%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 4	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	9.70	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	10.22%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.77%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	**Numerator**	**Denominator**	**Zone 4**	**Delaware**
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	1.05%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	**Numerator**	**Denominator**	**Zone 4**	**Delaware**
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	7.35%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 4**	**Delaware**
Number of Households	16,740	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$32,502	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	14.31%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	13.39%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	37.86%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.27%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Western Wilmington has strengths and risk factors. Among the strengths are resources including:

- Belvedere State Service Center
- Westside Family Healthcare
- Strong network of churches and community-based organizations
- Invested school board and advisory board for the Delcastle School-Based Health Center
- Support of the Wilmington Consortium

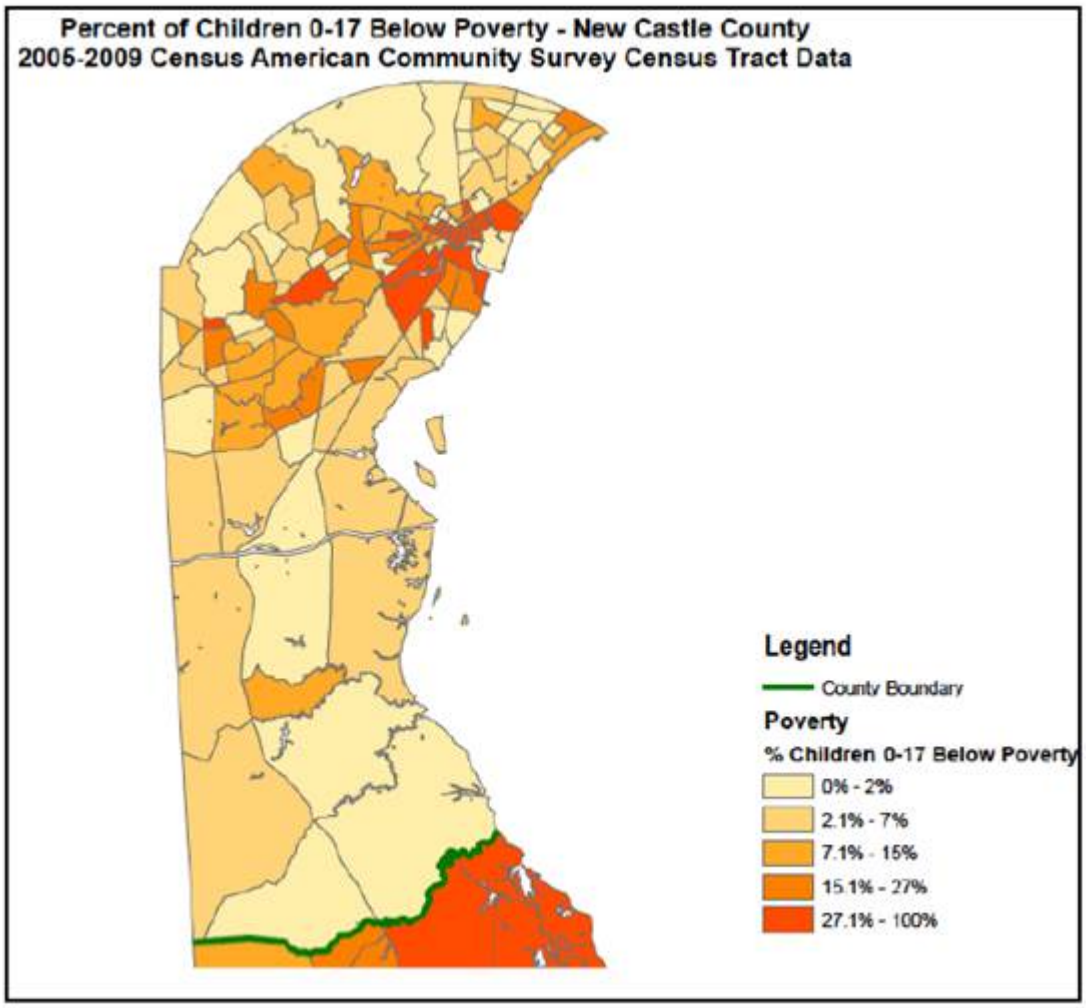
Compared to the state as a whole, Western Wilmington residents have a higher risk for the following:

- 8 Poverty
- 9 Having less than a high school education
- 10 Low birth weight

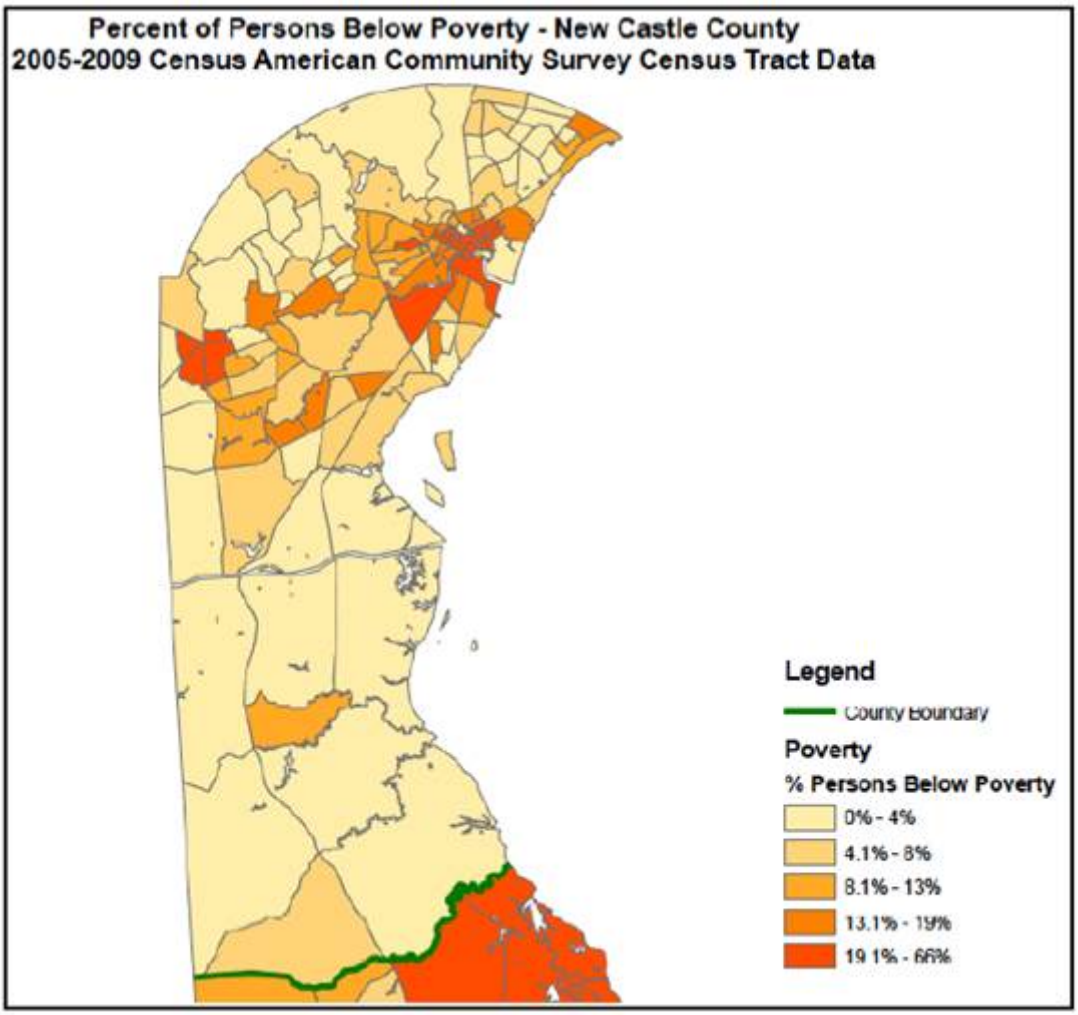
There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Western Wilmington were concerned with crime, lack of good jobs available for young people, lack of family support for young women and children and the safety of neighborhoods. These themes were universal across all the community engagement forums in Wilmington, which highlights the shared concerns regarding economic viability and security. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at offering job placement/training and building neighborhood social capital.

The following map displays the percent of persons below poverty by census tract in New Castle County, the location of Zones 1, 3, and 4.



The following map displays the percent of children below poverty by census tract in New Castle County, the location of Zones 1, 3, and 4.



ZONE 15: Southern Kent & Northern Sussex
Zone 15 is located in the central geographic region of Delaware. It includes the cities and towns of Ellendale, Farmington, Greenwood, Harrington, Milford, and Slaughter
Beach. It is comprised of zip codes 19941, 19942, 19946, 19950, 19952, 19954, 19960, and 19963 and census tracts 424, 425, 426, 427, 429, 430, 431, 501.01, 501.02, 501.03, 502, 503.01, and 503.02.

Among communities in Kent and Sussex counties, Zone 15 has among the highest percentages of residents over the age of 25 that did not complete high school.

The tables provide detailed age, race/ethnicity, and benchmark-related data for Zone 15.

Age Breakdown				
Indicator	Zone 15		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	49,771	**	863,832	**
Age: Under 5 years	3,107	6.24%	58,302	6.75%
Age: 5 to 9 years	3,115	6.26%	54,911	6.36%
Age: 10 to 14 years	3,242	6.51%	56,126	6.50%
Age: 15 to 19 years	3,110	6.25%	61,003	7.06%
Age: 20 to 24 years	3,241	6.51%	56,402	6.53%
Age: 25 to 34 years	6,068	12.19%	112,525	13.03%
Age: 35 to 44 years	6,790	13.64%	121,689	14.09%
Age: 45 to 54 years	7,790	15.65%	125,193	14.49%
Age: 55 to 59 years	3,265	6.56%	52,054	6.03%
Age: 60 to 64 years	2,728	5.48%	46,778	5.42%
Age: 65 to 74 years	4,182	8.40%	63,066	7.30%
Age: 75 to 84 years	2,403	4.83%	40,433	4.68%
Age: 85 years and over	730	1.47%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 15		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	49,771	**	863,832	**
Race: One race	48,951	98.35%	863,832	98.28%
Race: Two or more races	820	1.65%	58,302	1.72%
White Non-Hispanic	37,550	75.45%	590,627	68.37%
Black Non-Hispanic	8,181	16.44%	173,903	20.13%
Hispanic	2,872	5.77%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 15	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	8.03	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	8.19%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	13.08%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 15	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.89%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 15	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	3.59%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 15**	**Delaware**
Number of Households	18,995	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$30,681	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	10.91%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	10.45%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	24.75%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Southern Kent/Northern Sussex has strengths and risk factors. Among the strengths are resources including:

- Milford State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Milford School-Based Health Center

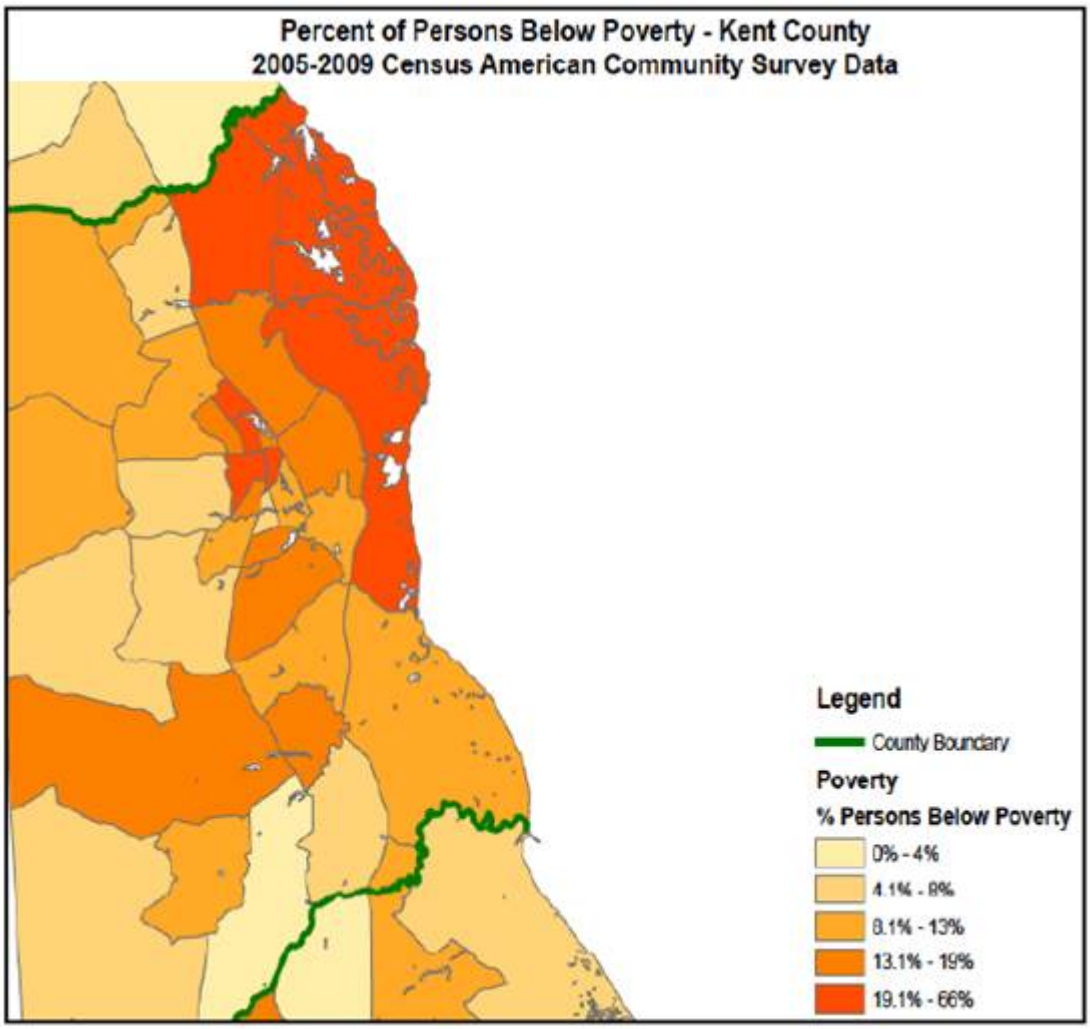
Compared to the state as a whole, Southern Kent/Northern Sussex residents have a higher risk for the following:

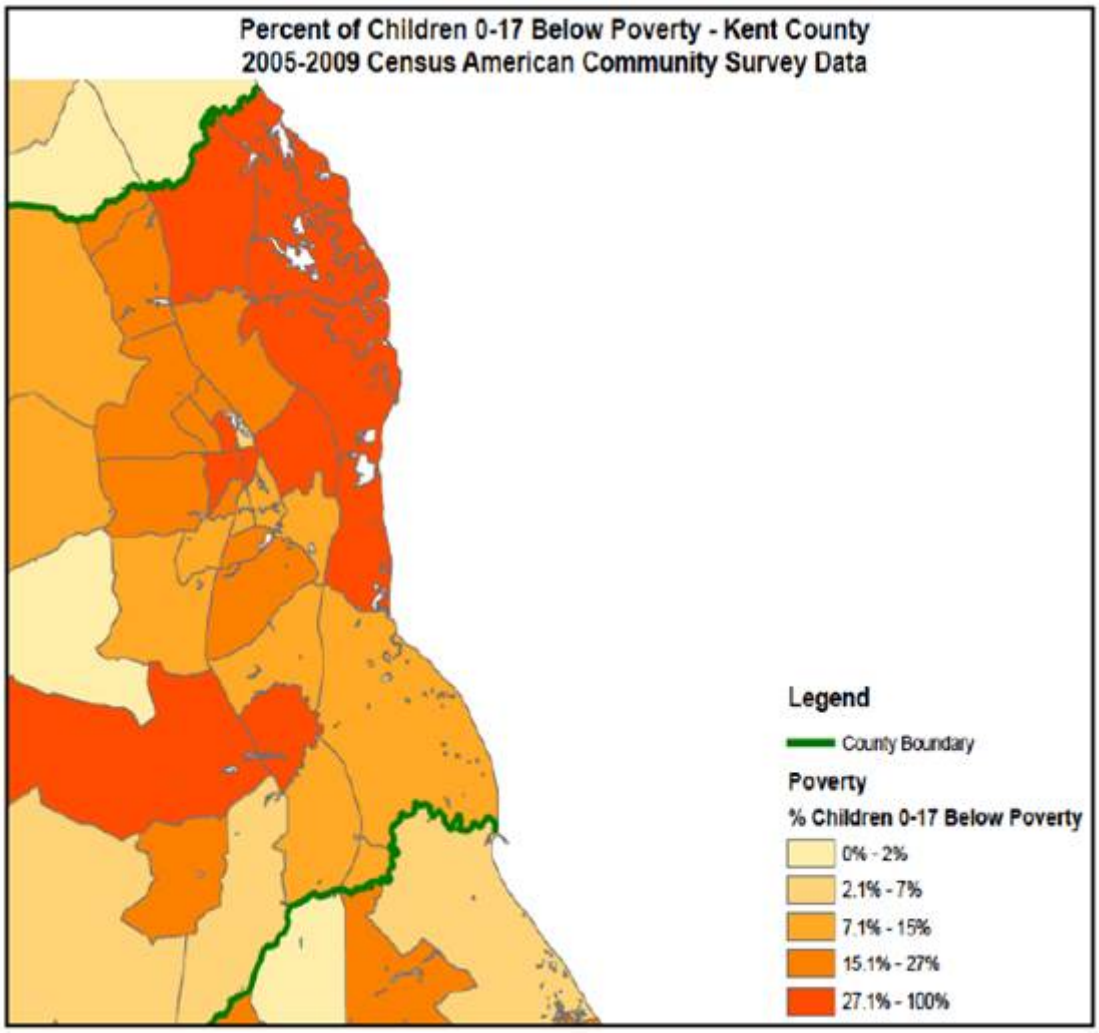
- 11 Poverty
- 12 Having less than a high school education
- 13 Unemployment

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Southern Kent/Northern Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

The maps on the following page display the percent of persons below poverty and the percent of children below poverty by census tract in Kent County. A portion of Zone 15 is located in Kent County.


Percent of Persons Below Poverty - Kent County
2005-2009 Census American Community Survey Data
Legend
County Boundary
Poverty
% Persons Below Poverty
0% - 4%
4.1% - 8%
8.1% - 13%
13.1% - 19%
19.1% - 66%



ZONE 17: Western Sussex

Zone 17 is located in the southwestern geographic region of Delaware. It includes the cities and towns of Bethel, Blades, Delmar, Laurel, and Seaford. It is comprised of zip codes 19933, 19940, 19956, and 19973 and census tracts 504.01, 504.02, 504.03,
504.04, 517.01, 517.02, 518.01, 518.02, and 519.

Historically, Zone 17 has had one of the highest poverty rates (poverty calculated as residents below 100percent federal poverty level) among zones located in Kent and Sussex counties. Among all communities in Delaware, Zone 17 has among the highest
percentage of residents over the age of 25 that did not complete high school. The following tables provide detailed age, race/ethnicity, and benchmark-related data for Zone 17.

Age Breakdown				
Indicator	Zone 17		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	45,026	**	863,832	**
Age: Under 5 years	3,817	8.48%	58,302	6.75%
Age: 5 to 9 years	2,997	6.66%	54,911	6.36%
Age: 10 to 14 years	2,967	6.59%	56,126	6.50%
Age: 15 to 19 years	3,101	6.89%	61,003	7.06%
Age: 20 to 24 years	2,644	5.87%	56,402	6.53%
Age: 25 to 34 years	5,073	11.27%	112,525	13.03%
Age: 35 to 44 years	5,679	12.61%	121,689	14.09%
Age: 45 to 54 years	6,229	13.83%	125,193	14.49%
Age: 55 to 59 years	3,072	6.82%	52,054	6.03%
Age: 60 to 64 years	2,560	5.69%	46,778	5.42%
Age: 65 to 74 years	3,596	7.99%	63,066	7.30%
Age: 75 to 84 years	2,391	5.31%	40,433	4.68%
Age: 85 years and over	900	2.00%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 17		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	45,026	**	863,832	**
Race: One race	44,240	98.25%	863,832	98.28%
Race: Two or more races	786	1.75%	58,302	1.72%
White Non-Hispanic	31,809	70.65%	590,627	68.37%
Black Non-Hispanic	9,092	20.19%	173,903	20.13%
Hispanic	2,574	5.72%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 17	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	7.49	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	8.35%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	13.59%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 17	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.80%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 17	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	4.96%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 17**	**Delaware**
Number of Households	16,816	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$31,984	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	12.49%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	12.05%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	23.19%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	6.84%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Western Sussex has strengths and risk factors. Among the strengths are resources including:

- Bridgeville State Service Center
- Laurel State Service Center
- Shipley State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Woodbridge, Laurel, Seaford and Delmar School-Based Health Centers

Compared to the state as a whole, Western Sussex residents have a higher risk for the following:

- 14 Poverty
- 15 Having less than a high school education

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Western Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

ZONE 18: Eastern Sussex

Zone 18 is located in the southeastern geographic region of Delaware. It includes the cities and towns of Bethany Beach, Dagsboro, Fenwick Island, Frankford, Long Neck,
Millsboro, Ocean View, Selbyville and South Bethany. It is comprised of zip codes 19930, 19939, 19944, 19945, 19966, 19967, 19970, and 19975 and census tracts 506.02, 507.02, 512, 513.01, 513.02, 513.03, 513.04, 514, and 515. The following tables provide detailed demographic and benchmark-related data specific to Zone 18.

Age Breakdown				
Indicator	Zone 18		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	48,495	**	863,832	**
Age: Under 5 years	2,596	5.35%	58,302	6.75%
Age: 5 to 9 years	2,265	4.67%	54,911	6.36%
Age: 10 to 14 years	2,282	4.71%	56,126	6.50%
Age: 15 to 19 years	2,368	4.88%	61,003	7.06%
Age: 20 to 24 years	2,153	4.44%	56,402	6.53%
Age: 25 to 34 years	3,764	7.76%	112,525	13.03%
Age: 35 to 44 years	5,171	10.66%	121,689	14.09%
Age: 45 to 54 years	6,327	13.05%	125,193	14.49%
Age: 55 to 59 years	4,082	8.42%	52,054	6.03%
Age: 60 to 64 years	4,567	9.42%	46,778	5.42%
Age: 65 to 74 years	7,473	15.41%	63,066	7.30%
Age: 75 to 84 years	4,141	8.54%	40,433	4.68%
Age: 85 years and over	1,306	2.69%	15,350	1.78%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Race/Ethnicity Breakdown				
Indicator	Zone 18		Delaware	
	Estimate	Percentage	Estimate	Percentage
Total Population	48,495	**	863,832	**
Race: One race	47,645	98.25%	863,832	98.28%
Race: Two or more races	850	1.75%	58,302	1.72%
White Non-Hispanic	40,982	84.51%	590,627	68.37%
Black Non-Hispanic	3,167	6.53%	173,903	20.13%
Hispanic	2,768	5.71%	57,807	6.69%

2005-2009 data. *American Community Survey 5-Year Estimates.*

Maternal and Newborn Health				
Indicator	Numerator	Denominator	Zone 18	Delaware
Infant Mortality	Feto-Infant Deaths, Age Less Than 1 Year	1,000 Live Births	9.52	8.54
Low Birth Weight Infants	Live Births Less than 2500 Grams	Total Live Births	7.34%	9.3%
Premature Birth	Live Births Before 37 Weeks	Total Live Births	14.31%	13.8%

2003-2007 data. *Delaware Health Statistics Center.*

Child Maltreatment				
Indicator	Numerator	Denominator	Zone 18	Delaware
Child Maltreatment	Reported Substantiated Maltreatment	Total Population Age 0-17 Years	0.88%	1.03%

2006-2008 data. *U.S. Department of Health & Human Services, Administration on Children, Youth and Families, Children's Bureau.*

Domestic Violence				
Indicator	Numerator	Denominator	Zone 18	Delaware
Domestic Violence	11th Graders who Witnessed Domestic Violence in the Past Month	11th Graders who Completed the 2009 YRBS	7.34%	5.16%

2009 data. *Delaware Youth Risk Behavior Survey.*

Family Economic Self-Sufficiency		
Indicator	**Zone 18**	**Delaware**
Number of Households in Zone	20,203	325,160
Annual Earnings in 2009 Inflation-Adjusted Dollars for Population 25 Years and over with Earnings	$30,212	$34,846
Percentage of Households with Poverty Status at Below Poverty Level in Past 12 Months	7.98%	9.58%
Percentage of Households receiving Food Stamps in Past 12 Months	5.99%	7.23%
Percentage of Population 18 to 24 Years with Less than High School Graduate	22.00%	18.13%
Percentage of Population 16 Years and over and in the Labor Force that are Unemployed	8.81%	7.23%

2005-2009 data. *American Community Survey 5-Year Estimates.*

As with all the six at-risk communities selected for the DMIEC-HV, Eastern Sussex has strengths and risk factors. Among the strengths are resources including:

- Pyle State Service Center
- Local churches and fraternal organizations
- Invested school board and advisory board for the Indian River School-Based Health Center

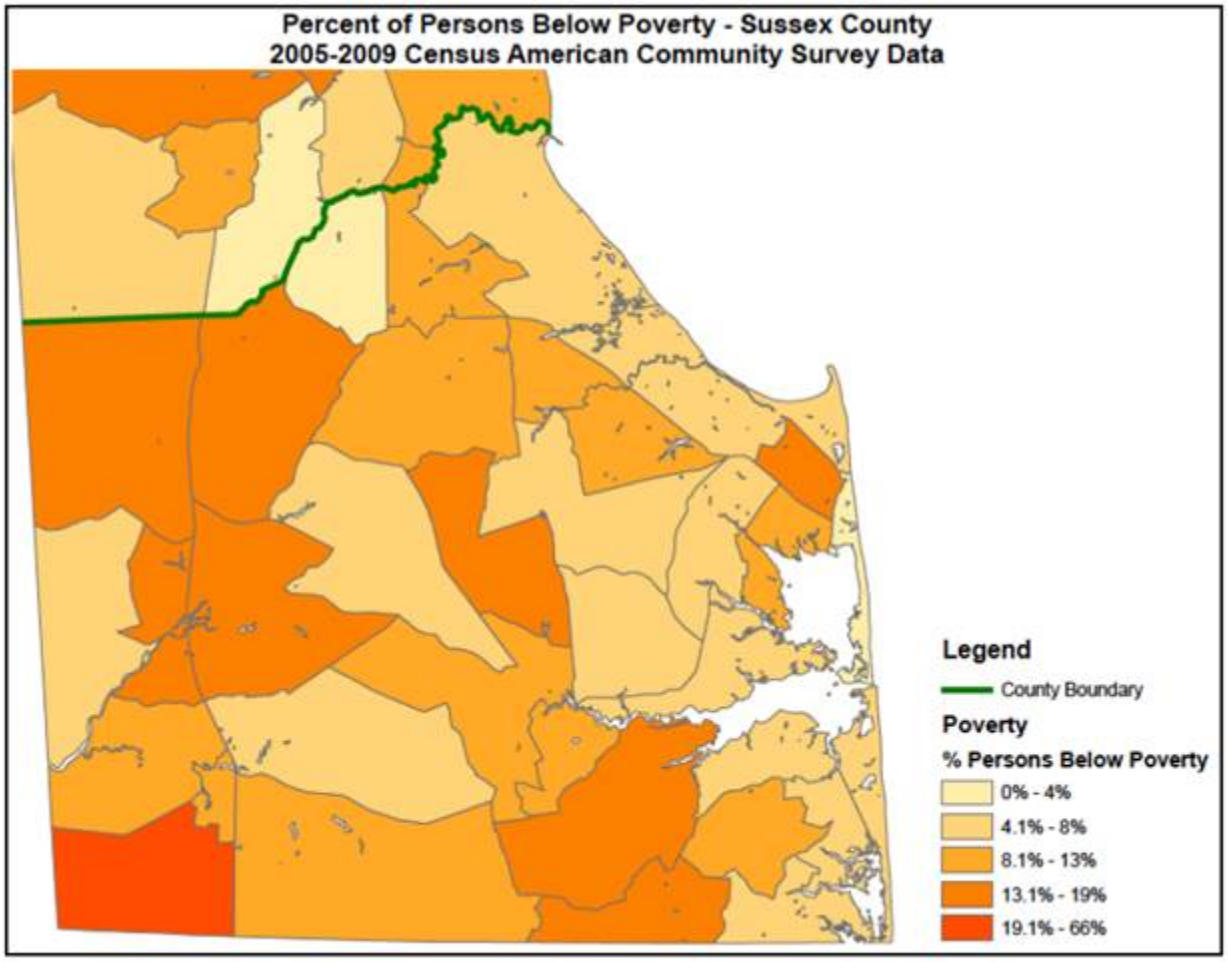
Compared to the state as a whole, Eastern Sussex residents have a higher risk for the following:

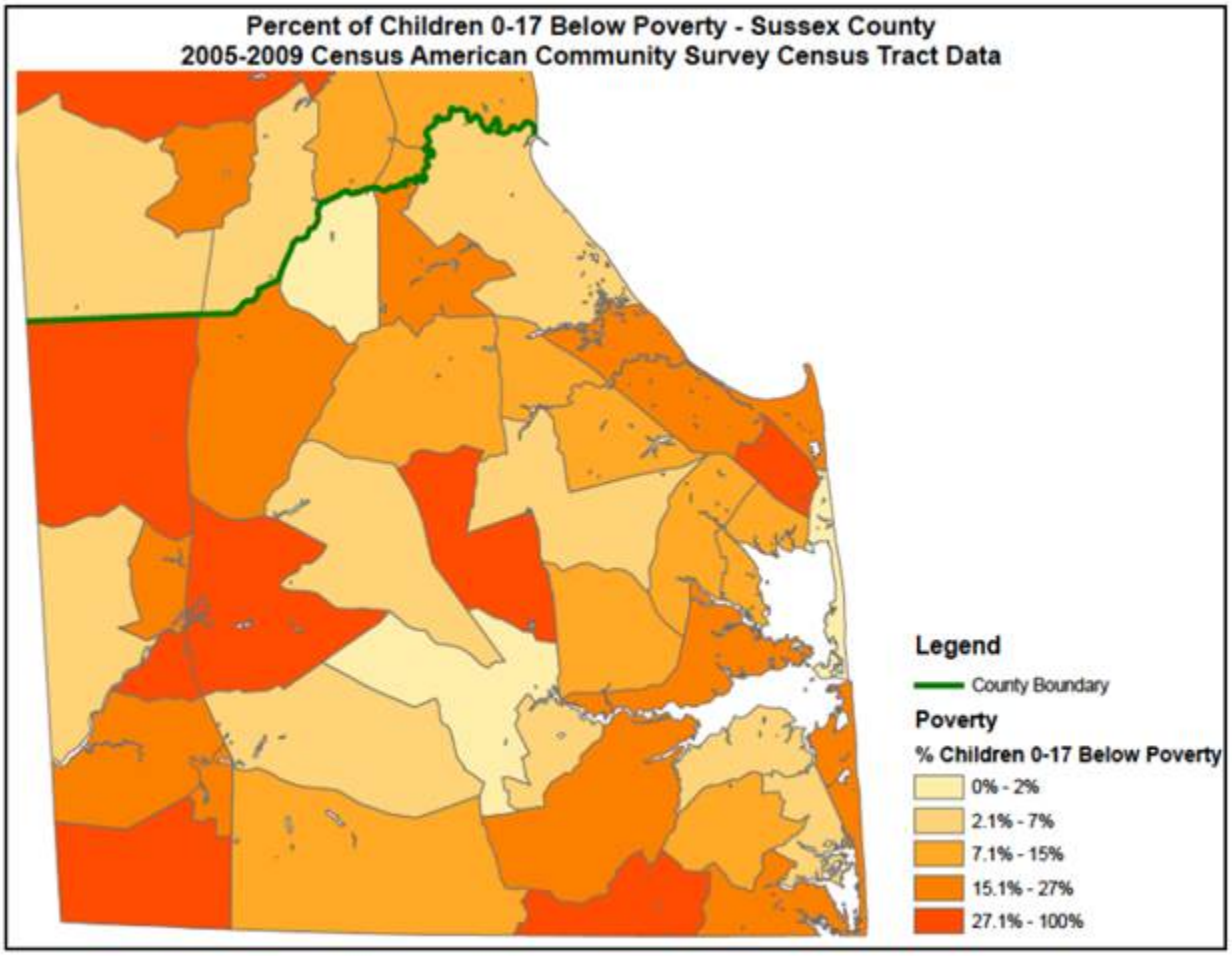
- 16 Domestic violence
- 17 Having less than a high school education

There are four home visiting programs currently operating in this zone. There are no home visiting programs that have been discontinued since March 23, 2010. Given the small size of Delaware, all four home visiting programs operate statewide. Currently, there is no systematic reporting by geographic area. Therefore, the numbers of families served by program represents the statewide number, not the number for this particular zone. Please see Table 2 for the number and types of home visiting programs operating statewide.

Based on the community engagement forum feedback, residents of Eastern Sussex were concerned with unemployment, cost of living, proper housing and access to education and health services. Given the relative small population size in Kent and Sussex Counties, only one community engagement forum was held. The concerns of residents highlight the economic insecurity in communities that rely on agricultural and food processing (namely poultry) industries. The geographic isolation and lack of public transportation makes access to services (health and social) a challenge. In order to effect changes through home visiting services, it is crucial that DMIEC-HV also partner with initiatives aimed at enhancing access to care and the built environment.

The maps on the following page display the percent of persons below poverty and the percent of children below poverty by census tract in Sussex County. A portion of Zone 15 and all of Zones 17 and 18 are located in Sussex County.


Percent of Persons Below Poverty - Sussex County
2005-2009 Census American Community Survey Data
Legend
County Boundary
Poverty
% Persons Below Poverty
0% - 4%
4.1% - 8%
8.1% - 13%
13.1% - 19%
19.1% - 66%



To see the full report, go to
http://dhss.delaware.gov/dhss/dph/chca/files/acamchupdatejune2011.pdf

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 13

Budget Spreadsheet and Narrative Preparation Guidelines

I. Introduction

Following are instructions for completing the required budget worksheet and budget narrative **PAT Affiliates**. These guidelines are provided to assist in the development of each site's overall PAT budget and a detailed budget narrative. The budget narrative should be attached as a separate document to link the proposed funding to serve the identified number of families per county.

II. Budget Worksheets

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

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

A. Personnel & Fringe Detail Tab

The "Personnel & Fringe Detail" tab collects specific details for each position covered by the proposal. 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.
- **percent 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 proposal. Best judgment should be used when projecting anticipated expenses.

- **Header Details**
    - **Program Name –** Enter the legal name of your organization.
    - ***Budget Period*** *– This has been filled out to reflect the start and end dates of the contract period of DOE RFP 2017-19 (July 1, 2017 – June 30, 2020).*

- **Personnel**
  - **Salaries –** Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the "Personnel & Fringe Detail" tab.
  - **Fringe Benefits –** Do not enter data in these fields; the monthly costs and total costs will automatically calculate based on data entered on the "Personnel & Fringe Detail" tab.
- **Travel**
  - For each of the subcategories, enter the following:
    - **Monthly Costs –** Enter the projected monthly costs in column B
    - **# of Months –** Enter the total months of travel budgeted for this project in column C.
    - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
  - If no amount is being requested for a particular line, you may leave it blank.
  - If amounts are requested for "Other Travel" you must provide additional details in the budget narrative justifying the requested amount.
- **Program/Operating**
  - For each of the subcategories, enter the following:
    - **Monthly Costs –** Enter the projected monthly costs in column B
    - **# of Months –** Enter the total months of travel budgeted for this project in column C.
    - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
  - If no amount is being requested for a particular line, you may leave it blank.
  - If amounts are requested for "Other Program/Operating" you must provide additional details in the budget narrative justifying the requested amount.
- **Equipment**
  - For each of the subcategories, enter the following:
    - **Monthly Costs –** Enter the projected monthly costs in column B
    - **# of Months –** Enter the total months of travel budgeted for this project in column C.
    - **Total Contract Cost –** Do not enter data in these fields; the total costs will automatically calculate based on data entered in columns B & C.
  - If no amount is being requested for a particular line, you may leave it blank.
  - If amounts are requested for "Other Equipment" you must provide additional details in the budget narrative justifying the requested amount.

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

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

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

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

III. Budget Narrative

Attach a budget narrative as a separate document in which detailed information is provided in a narrative format for each proposed line item. The narrative should clearly link PAT funding with the specific elements of the project proposal.
Listed within each category below is a description of the information required for the budget narrative.

A. Personnel

In addition to the information required on the "Personnel & Fringe Detail" tab, include a detailed description of the activities and the percentage of time each position will be allocated to the project. Indicate whether the position is part-time or full-time and its total number of hours.

Examples:

- **Project Director (100percent) – full-time, 40 hours per week**
  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 (50percent) – part-time, 20 hours per week**
  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.

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 35percent, please provide a complete list of the benefits and percentages for each that are included in the budget.

B. Travel

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

Examples:

- The Project Director will be required to travel to a national conference in Washington, D.C. in December 20XX. Cost estimates for this trip were determined based on the factors known at the time of this submission:
  - Transportation – Amtrak – $156 round trip (estimate based on currently published fares)
  - Lodging - $750 for 3 night stay (estimate based on currently published hotel rates and GSA allowances)
  - Meals & Incidentals - $245 for 4 days of travel (estimate based on current GSA allowances)

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

C. Program/Operating

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

Examples:

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

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

D. <u>Equipment</u>

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

Examples:

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

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

IV. Glossary

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

**includes subcategories

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

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

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

**The Equipment sub-categories are as follows:

- **Computers**
  Includes desktop or laptop computers, tablets, and other handheld computing devices.
- **Printers/Copiers/Faxes**
  Includes desktop and network printers, copiers, multi-function copiers, and fax machines.
- **Other Equipment**
  Any other office equipment that is non-expendable and has a useful life of more than one year and does not fall under one of the other subcategories listed above.

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

**The Personnel sub-categories are as follows:

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

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

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

- **Advertising/Marketing**
  Costs associated with increasing awareness and impact. Includes costs such as developing and printing brochures, newsletters, press kits, broadcast content and policy briefs. Also includes developing web content and social media strategies.
- **Cell Phone(s)**
  Cell phones provided to project staff. Includes initial cost of equipment (if any) and any ongoing monthly service plans.
- **Food**
  Costs associated with providing meals/refreshments at meetings, training events, conferences, community forums. (**This is separate from meal expenses associated with Travel.)
- **Internet Service**
  Fees associated with obtaining internet service (i.e., dial up, cable, DSL, etc.). Includes rental costs of any equipment (i.e., modem) and ongoing monthly service plans.

- **Office Space**
  Space costs required as a result of the project. Includes the prorated costs of the occupied space or the actual costs of the additional space requirements.
- **Office Supplies**
  Includes general office supplies (pens, pencils, paper, tape, file folders, binders, etc.) used by staff members to carry out daily activities of the program.

- **Postage/Freight**
  Postage or express delivery (UPS, FedEx) costs for mailing materials/correspondence associated with the project.
- **Printing/Copy Services**
  Printing/copying of miscellaneous documents (i.e., annual reports, general correspondence, manuals, etc.). (Do not include printing costs associated with “Advertising/Marketing” activities.)
- **Professional Development**
  Fees associated with attending professional development activities such as training and conferences. This would include registration fees, but would not include any travel expenses. Travel expenses associated with Professional Development should be included in the Travel budget.
- **Professional Services**
  Fees or honoraria paid to individuals for a specific service provided based on an agreed per diem rate or on a fixed price. Some examples are consultants, technical assistance, speaking engagements, or service on an advisory committee or board.
- **Software**
  Cost of commercially available software or customized software packages required in the administration of the project.
- **Telephone Services**
  Cost of local and long-distance telephone services.
- **Training Supplies**
  Cost of supplies or materials purchased to conduct training.
- **Other Program/Operating**
  Any other program or operating cost that does not fall under one of the other subcategories listed above.

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

**The Travel sub-categories are as follows:

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