



State of Delaware Department of Education

Education Insight Project
Insight Dashboard Analysis & Design
RFP # 2011-12

Request for Proposal

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1. Executive Summary

This summary provides an overview of the RFP document and highlights the content of each section.

1.1. Introduction

The Delaware Department of Education (DDOE or State) is seeking proposals from qualified vendors (Vendor) to supply professional services for the analysis and design of a series of performance management dashboards serving stakeholder groups in Delaware's K-12 education system.

The dashboards will be housed in an Internet portal along with other DDOE applications and will be populated with data from a longitudinal data warehouse and the State's student information system.

This RFP is for the analysis and design of dashboards only. A companion RFP is being issued for the design and implementation of the longitudinal warehouse. When dashboard design is complete, the State will decide either to issue an RFP for dashboard development or to complete the development using DDOE staff.

This document provides potential respondents with the information and guidelines necessary for developing their proposals.

1.2. Project Overview

Taken together, the warehouse, portal and dashboards make up Delaware's Education Insight system. The purpose of Education Insight is to enable data-driven decision making throughout the education system that will ultimately result in improved outcomes for Delaware students. The information supplied to stakeholders through Education Insight will be derived from the comprehensive longitudinal data sets maintained by DDOE, supplemented by data supplied by human service, workforce and higher education partner organizations in Delaware, which is pertinent to decision making by the K12 community.

This Project Overview section of this RFP provides background information about the relationship of this project to Race to the Top, an overview of the planning that has been completed to date, a description of the proposed system architecture, a description of the priority subject areas for the development of dashboard content and metrics, and a description of the technical environment in which the dashboards will operate.

One of the key decisions made during the planning for this project was the decision to leverage the public domain design documentation developed by the Michael and Susan Dell Foundation (MSDF) for the Texas Education Agency.

1.3. Requirements and Scope of Work

The State is in the process of licensing the design documentation from MSDF. Using this material as a starting point and framework, the Vendor will engage Delaware stakeholders in a collaborative analysis process to identify Delaware requirements and continue this process to extend the MSDF materials to reflect Delaware's needs. The

final product will be technical specifications for Delaware that are in the same form, format and level of detail as the source materials.

Specifications will be developed for teachers, principals, school administrators and state administrators. The State’s first priority is the Teacher’s Insight dashboard, which will support data driven decision-making by elementary, middle and high school teachers in the classroom. Based on their analysis, the vendor will recommend additional stakeholder groups to be supported by dashboards during subsequent phases of this project (e.g. parents and students), and will identify sub-groups that have specialized information needs.

The State expects that it will be possible to deliver some portions of the Teacher’s Insight dashboard early, so that benefits can begin accruing quickly. The Vendor will propose an approach and work plan to help meet this expectation.

The Requirement and Scope section of the RFP provides a description of the State’s expectations for the work to be completed by the Vendor in the creation of the dashboard design. Requirements are described along with the deliverables to be produced as these requirements are addressed through the project. Expectations for the content of the Vendor response to these requirements are described throughout this section.

1.4. Administrative Information

This section provides an overview of the procurement process and conditions along with key dates that must be met by prospective vendors. In addition, it contains the standard contract terms and conditions that will be included in any contract issued as a result of this request for proposal.

The table below identifies the major milestones in the procurement process.

ID	Milestone	Date
1	Publish Request for Proposal	12/13/10
2	Submission of Pre-Bid Conference Questions	12/28/10
3	Vendor Pre-Bid Conference	1/5/11
4	Response to Vendor Questions from Conference	1/13/11
5	Intent to Bid Response Due	1/24/11
6	Final Deadline for Vendor Questions	1/31/11
7	Response to Final Vendor Questions	2/7/11
8	Proposals Due 3:00PM	2/15/11
9	Oral Presentations	3/22/11
10	Notification of Award	3/30/11

1.5. Technical and Cost Proposals

These sections provide additional details on the proposal process and specify the format and content of the technical and cost proposals. The two proposals must be submitted together, but bound and packaged separately.

The State is requesting a firm fixed price for all products and services described in this RFP. The deliverable payment schedule submitted with the cost proposal will form the basis of contract payments.

2. Project Overview

This section provides background information about the relationship of this project to Race to the Top, an overview of the planning that has been completed to date, a description of the proposed system architecture, a description of the priority subject areas to be presented in the dashboards, and a description of the technical environment in which the dashboards will operate.

In the response to this RFP, Vendors are asked to address the extent to which their proposed approach supports the identified subject areas and evaluate the proposed system architecture. This information is also intended to provide background information useful for responding to the project approach and timeline portions of the RFP.

2.1. Introduction

2.1.1. Race to the Top

During the spring of 2009 President Barack Obama announced \$4.35 billion in competitive funds known as the Race to the Top Fund to spark transformational improvements to America's public schools. Among the 42 initial applications for funding Delaware's plan for reform was selected as the best and the State became one of just two first round winners. Delaware is now implementing its four-year plan to become the best performing school system in the country. The State will achieve rapid, significant gains in student achievement through a strategy that builds upon the State's strong infrastructure for reform, including a rigorous statewide educator evaluation system, a state-of-the-art longitudinal data system, and a cutting edge, computer adaptive system of formative and summative assessments.

A centerpiece of the strategy is the State's investment in new statewide professional development initiatives to build the critical skills among teachers and leaders that will be necessary for successful reform. In particular, this professional development will cover three critical areas: using data to inform instruction, assessing educator performance and development needs, and providing instructional leadership.

Additional information about the data system component of Race to the Top that is the subject of this RFP can be found in sections C (1) and C (2) of "Delaware's Application for Race to the Top" (<http://www.doe.k12.de.us/rttt/default.shtml>).

2.1.2. Project Planning

Following the formal grant award, a project team was established within the DDOE Technology Workgroup to begin formal planning for the Longitudinal Data System and Performance Management Dashboard portions of the grant. A project charter was drafted and approved and the system was officially titled "Education Insight", which includes a longitudinal data warehouse (Insight Warehouse), a series of differentiated dashboards serving various stakeholder groups (e.g. Teacher's Insight dashboard), and a portal (Insight Portal), which provides a single sign-on to all DDOE applications. The Teacher's Insight dashboard was chosen as the first product to be developed and deployed.

Project analysis followed three main tracks:

- Interviews with school district and Charter school staff to obtain their expectations and high-level requirements for the Teacher’s Insight dashboard,
- Analysis of the longitudinal data sets available to the DDOE to identify key sources of data to be included in the Insight Warehouse, and
- A request for information to research existing systems and best practices for the utilization of longitudinal data to support educational decision-making through performance management dashboards.

The results of this analysis are reflected in the information presented in this section. The first major outcome of the planning process was the decision to issue two requests for proposal. This RFP is for the analysis and design of the Insight Dashboards. A companion RFP is being issued for the design and development of the Insight Warehouse.

The second major outcome of the planning process was the decision to license the design documentation developed by the Michael and Susan Dell Foundation (MSDF) as the starting point for Delaware’s Insight dashboards. This documentation includes:

- User interface Designs for Education Performance Management Dashboards,
- Performance Management Metric Definitions
- Data and Data Exchange Standards

Information on the interface design can be found here:

<http://www.texasstudentdatasystem.org/dcd>

Information on the metric definitions and data standards can be found here:

<http://www.districtconnections.com>

2.2. Candidate Architecture

Based on the past experience with portal applications within DDOE and the review of existing systems and commercial products supporting similar applications across the country, a preliminary architecture for Education Insight has been developed. This architecture is shown graphically in Figure 1 and described in the paragraphs below. Vendors are asked to critique this architecture and recommend alternatives in their response to this RFP.

This Insight Dashboards RFP is concerned directly with the performance management dashboards, the Dashboard Data Store, and, to a lesser extent, with the loading of data to the Dashboard Data Store. However, these components must be understood within the context of the overall system.

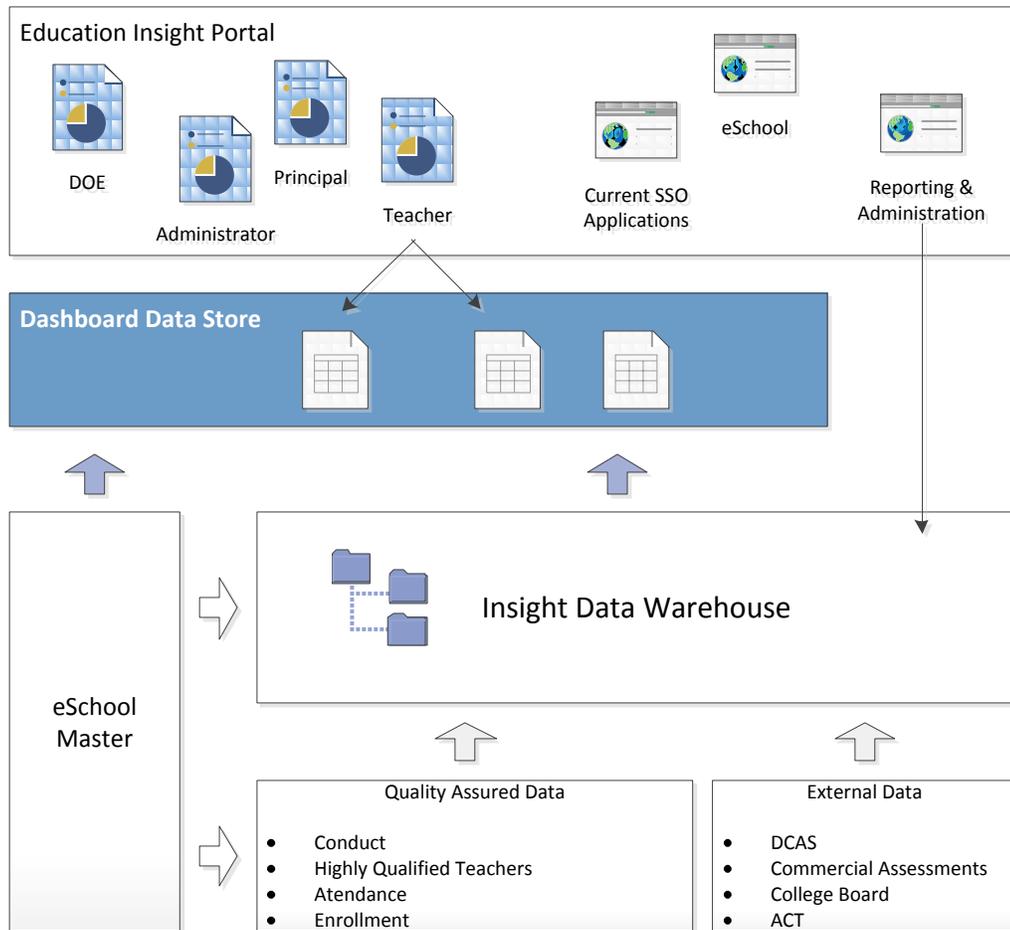


Figure 1 - Candidate Education Insight Architecture: *This represents the current thinking of DDOE with regard to the major components and relationships for Education Insight.*

Data for the Insight Warehouse will come from a variety of sources. Most data relevant to this project originates in **eSchool** (from SunGard), which is the State’s single Student Information System. This data is consolidated into a single data system known as **eSchool Master**. The primary sources will be a series of **“Quality Assured”** Data sets

derived from eSchool Master and **External Data** supplied to DDOE by a number of assessment vendors or from the schools and districts. It is envisioned that many of the quality assured data systems will continue to operate as they do today. However, some will be eliminated and populated directly to the Warehouse from eSchool Master based on ETL business rules.

Data for the Insight Dashboards will come from a two sources. Current, operational data (for the current school year) will come from the **eSchool Master**. This database is a nightly consolidation of the data contained in 43 separate eSchool instances used by Delaware’s school districts and charter schools. Current data will appear to dashboard users exactly as it does in eSchool.

Historic data will be populated from the “cleansed” data in the **Insight Data Warehouse**. The warehouse will meet the Statewide Longitudinal Data System (SLDS) requirements of the National Center for Education Statistics. To the extent practical, it will also be compliant with other SLDS standards including the Common Data Standards initiative (CDS), the National Center for Education Statistics (NCES), the National Education Data Model (NEDM), the Postsecondary Electronic Standards Council (PESC), EDFacts, the Integrated Postsecondary Education Data System (IPEDS) and the Schools Interoperability Framework (SIF).

A data dictionary will define the core data elements in the system and provide visibility into the derivation of the warehouse data for dashboard Users.

The structure of the data in the Warehouse and eSchool master will likely result in sub-optimal performance of the Insight Dashboards. For this reason, a **Dashboard Data Store** will be established containing data views that have been optimized for presentation in the dashboards. Current and historic data will be joined as required by the presentation layer.

The **Educational Insight Portal** will provide single sign-on and role-based access to the Insight Dashboards, the Warehouse Reporting and Administration tools, as well as to eSchool and the current DOE applications. All of these applications will be compliant with the DDOE identity management solution based on Microsoft’s Forefront Identity Manager. Over time, additional applications will be brought under the portal, providing single sign-on to additional applications.

The first priority for the Portal will be the **Teacher’s Insight Dashboard**. The Teacher’s Insight dashboard will filter out the noise inherent in the large volume of data available about students in the classroom, allowing them to focus on things of greatest importance. It will allow teachers to focus on a few quality pieces of information, and allow the teacher to take action quickly. At the same time, it will make additional investigation easy and intuitive, allowing them to retrieve related information in a straightforward manner.

Design of the insight Dashboards will be based on design specifications funded by the Michael and Susan Dell Foundation for the State of Texas.

2.3. Teacher’s Insight Dashboard

2.3.1. Introduction

Delaware’s requirements for dashboards in general and the Teacher’s Insight dashboard in particular were developed based on feedback from school districts and charter schools in Delaware, a review of the literature on dashboard, scorecard, and visual design, a Request for Information (RFI) regarding the current commercial offerings, and demonstrations of numerous K12 dashboards in use around the country.

What is a dashboard?

A dashboard is the “visual display of the most important information needed to achieve one or more objectives, which fits entirely on a single computer screen so it can be monitored at a glance.”¹

- Dashboard information is presented visually, with an emphasis on graphics, designed to communicate with maximum efficiency. The visual presentation must be appropriate to the information being communicated. Not everything is best represented by a fuel gage.
- Dashboards contain high-level information to communicate at a glance. It serves as a screen or filter to identify what’s happening – to point at something that might require action. Detailed assessment and diagnosis is addressed by allowing you to drill down to additional detail. The dashboard serves as a starting point for investigation.²

The Teacher’s Insight dashboard will filter out the noise inherent in the large volume of data available about students in the classroom. Teachers’ time is a valuable commodity. The dashboard shouldn’t overwhelm them with data. It needs to allow them to focus on things of greatest importance. It needs to focus on a few quality pieces of information, and allow the teacher to take action quickly. Users should know exactly what they are looking at when it is presented. Teachers will be “stealing moments” to use the system so the data and presentation should minimize the need for interpretation. At the same time, it should make additional investigation easy and intuitive, allowing teachers to retrieve related information in a straight forward manner.

2.3.2. General Requirements

During the planning for this project, a series of focused interviews were conducted with districts and Charter schools between September 7th and October 15th, 2010. The purpose of each meeting was to present the background, objectives and plan for the Education Insight Portal Project, and to solicit input on requirements for the Teacher’s Insight Dashboard.

¹ Stephen Few, *Information Dashboard Design: Effective Visual Communication of Data*, (Sebastopol, CA: O’Reilly Media, 2006), 34.

² Few, 35-37.

The offer for the meeting was extended to all school districts and charter schools who elected to participate in the process through the identification of a liaison to the project. The offer was accepted by all nineteen districts and by five charter schools. A total of 46 individuals participated in this process.

One focus of the interviews was on the identification of dashboard characteristics that would make it a compelling tool for teachers in the classroom. The dashboard will be of value only to the extent that the users perceive it as being valuable. Interview participants were asked ‘What will create that value?’ The most common responses were as follows:

- The dashboard must excel at the integration of information. Data that is fragmented across multiple systems today must be logically and intuitively related and accessible with just a few mouse clicks.
- All indicators must be longitudinal, trends should be indicated where appropriate and that there should be comparisons with peer groups.
- The indicators must be used to quickly focus the user on individuals or groups most needing attention.
- The dashboard must provide the ability to “drill down” on indicator components to provide details and context about individual students that are relevant to the indicator.
- The dashboard must provide summary information and listings for natural groupings of students (class, school, district, state). In addition, it should provide this information of other groups, including participants in special programs, intervention groups, and clubs, activities or ad-hoc groupings of students established by the teacher.
- Teachers are individuals who absorb information in different ways. The dashboard must support various levels of “tolerance for complexity” by displaying the same information in different ways. The dashboard should allow for personalization to arrange components as the user sees fit.
- The dashboard must help teachers do their job, and let them know how well they are performing relative to their peers.
- The dashboard must be “browser agnostic”, capable of running in any current generation browser used with Windows and Apple operating systems.
- The dashboard must be “quick”. It needs to perform extremely well to allow teachers to make productive use of limited time.
- In addition to providing focus on problems, the system should also suggest possible solutions to the problem, such as recommending possible interventions. It should provide instruction on how to interpret and use the information provided.
- Teachers need to be involved in the design of the system, and provided opportunities during development to validate that the design is being realized.

2.3.3. Data Requirements

A second focus of the interviews was on the priority subject areas to be included in the Teacher’s Insight dashboard. While the identification of specific indicators and metrics would be left for the detailed analysis and design phase of the project (this RFP), participants were asked to identify high-level requirements for the development of these indicators. The top nine subject areas, in priority order, are identified below.

Assessments

The results from assessments and standardized tests were the number one priority for inclusion in the dashboard and were cited almost twice as often as any other subject area. “Assessments” includes state testing (DSTP, DCAS), national tests (SAT, PSAT, AP), and local assessments used for a variety of purposes within districts and charter schools (e.g. DIBELS, STAR and SRI).

Local assessments became a special focus of the discussion with districts and charters because of the wide variety of tools in use (more than 20 commercial tools were identified) and participants were asked to prioritize these assessment results for inclusion in the phase I dashboard.

DIBELS was by far the number one priority among local assessments, followed by STAR Reading, STAR Math, Scholastic Reading Inventory, Compass Learning, Harcourt Holistic, DORA and DOMA.

Attendance

Attendance (absenteeism, truancy) was the second most cited subject area. Both daily attendance and period attendance were identified as important. Attendance was also frequently discussed within the context of the State’s dropout indicator, which was identified as a dashboard indicator, and many felt that attendance alone was a strong indicator of student achievement and graduation.

Discipline

Discipline (behavior, conduct) was the third priority subject area. Individuals were interested in indicators tied to discipline referrals and discipline incidents, as well as information about discipline actions. There was interest in discipline as it relates to dropping out of school as well as the disruption of instruction.

Grades

The subject areas of grades and the history of grades in core subjects were cited as frequently as enrollment history and special education as important for inclusion in the teacher’s dashboard. Grades were seen as closely linked to the likelihood of on-time graduation and are components of the State dropout indicator.

Enrollment

Enrollment is information about the current and historical schools attended by a student throughout their education. There was some interest not only in school enrollment, but transcript information as well (courses taken) and information about the instructors of those courses.

Dropout

Delaware has implemented a dropout early warning system, based on work done by the Regional Education Laboratory as documented in their report, [Creating an Early Warning System: Predictors of Dropout in Delaware](#). This indicator is reported by student.

Special Education

This subject area relates to information about students with IEP or 504 plans. It was not clear if it was simply the existence of a plan or particular information in the plan that would form the basis of the indicator.

Instructional Needs

Developing indicators around instructional needs is an extension of the priority placed on local assessments. Analysis of assessment results are used to identify instructional levels and needs of students or groups of students.

Interventions

The history of interventions (treatments) that have been used with a student, as well as information about the success or failure of these interventions was viewed as a significant source of data for indicator development.

2.4. K-12 Environment

The public K-12 education system consists of 19 school districts and 19 Charter schools. An interactive map of district and school locations can be found at <http://www.doe.k12.de.us/gmaps/index.shtml>. For the 2009-2010 school year, these organizations employed 8,409 classroom teachers, 746 administrative staff, 737 instructional support staff, and 690 pupil support staff, and 4,254 skilled and service workers. Additional details can be found at the Delaware School Profiles web site: <http://profiles.doe.k12.de.us/SchoolProfiles/State/Default.aspx>.

2.5. Technical Environment

2.5.1. Technical Infrastructure

This section describes the technical standards of the Department of Education as well as the hardware and software environment in which the Insight Warehouse, Dashboards and Portal will reside.

The Department of Education operates a computer center that houses approximately 100 servers. These servers are largely Microsoft based, and host a number of applications that use Microsoft technologies such as SQL Server, IIS, and .NET based programming languages. The Department's computer center is connected to the state's education network via 100Mb optical fiber. This connection is shared by all of the application users as well as by all Department employees that reside in the Townsend Building. Approximately 30% of this connection is used by application and user traffic during the day and a substantial portion is used at night for file copying and replication.

All schools connect to the education network via TLS circuits. These circuits generally run at 10Mb/sec. but some of the high schools have upgraded to 100Mb. In some cases these connections run at 70-80% utilization during the day, due to educational and business traffic, but average utilization is generally 50% or less. Any new applications that the school districts will use needs to cooperate with existing applications such as eSchool, which is hosted at the DOE and applications hosted at the state's data center

such as PHRST, and First State Financials. DTI has implemented traffic shaping at the network core in order to facilitate this cooperation.

The table below identifies the primary tools and technologies used by the Department of Education:

Relational Database	SQL Server 2008 R2
Reporting Service	SQL Server 2008 R2 Reporting Service
Data Warehouse	SQL Server 2008 R2 Analysis Service
ETL Tool	SQL Server 2008 R2 Integration Service
Server Operating Systems	Windows Server 2008 R2
Identity Management	Forefront Identity Manager Active Directory Federated Services
Preferred Development Tools	Visual Studio 2010 SharePoint 2010
Source and Version Control	Team Foundation Server
Web Browser	Internet Explorer 7 & 8
Office and Email Applications	Microsoft Office XP, 2007, 2010

All new applications must be web-based and accessed without the need to install client software. Although Windows 7 workstations and Internet Explorer are standards of the DDOE, Districts and Charter Schools are not bound by this standard. Any application to be deployed to Districts and Charters must be “browser agnostic”, capable of running in any current generation browser used with Windows and Apple operating systems.

In addition to Department of Education standards, all systems must also adhere to State technology and communication standards, located at <http://dti.delaware.gov/information/standards-policies.shtml>.

2.5.2. Identity Management

Of particular interest to this project is the identity management project that is currently underway in the Department. The Educational Insight Portal will provide single sign-on and role-based access to the Insight Dashboards, the Warehouse Reporting and Administration tools, as well as to eSchool and the current DOE applications. All of these applications will be compliant with the DDOE identity management solution based on Microsoft’s Forefront Identity Manager. Over time, additional applications will be brought under the portal, providing single sign-on to additional applications.

The DDOE is undergoing a transition of its existing authentication strategy to a unified Education SSO system across all DOE managed applications. The user identities will be managed in Active Directory for many existing and all new applications.

The existing LDAP structure uses a Microsoft Active Directory forest structure where the forest root is k12.de.us, and each district (or Local Education Agency) has a sub-domain of that forest – namely <districtname>.k12.de.us. The proposed LDAP design would have all DOE applications migrating to the apps.k12.de.us separate forest root domain. All employees and students would be within the k12.de.us forest, and potentially parents and external entities would be in a separate residents.de.us forest. Forest trusts would exist between the apps.k12.de.us forest to all other user authentication forests.

In addition, the DDOE is proposing to introduce an identity replication and management solution in the k12.de.us namespace that conforms to the WS-trust specification utilizing a SAML 2.0 token. Current plans are to leverage this service for external constituents needing authenticated access to DOE resources. However, the same infrastructure can be used by SAML 2.0 compliant web applications.

Lastly, the DDOE manages inbound web traffic with a reverse web proxy solution currently based on Microsoft Internet Security & Acceleration Services (ISA) 2006, but plans to update to a solution that provides AD integrated authentication at the perimeter via forms-based authentication, whose credentials are cached for re-use on other forms-based authentication sites reverse published through this content gateway. Direct inbound access to web front-end servers is not permitted without pre-authentication at the perimeter.

3. Requirements and Scope of Work

This section of the RFP provides a description of the State’s expectations for the work to be completed by the Vendor in the design of the Education Insight dashboards. The General Topics section describes requirements that must be addressed in the Vendor response to this RFP. The Deliverable Topics address more specific requirements and describe deliverables to be produced as these requirements are addressed through the project.

Required deliverables are identified in this section. If additional deliverables are produced as part of the Vendor’s standard methodology, they should be identified and described in the appropriate section of the technical response.

Expectations for the content of the Vendor response to these requirements are described throughout this section. The format of that response is addressed in Section 5, Technical Response.

3.1. Project Phases

While the final work plan will be based on the submission from the successful Vendor, the material in this section is based on the assumption that the project will go through four major phases:

- The primary focus of the **initiation** phase will be the review and assessment of the all current project materials and development of a team consensus about the project scope and approach. The transitional milestone for this phase will be the approval of a final project plan that reflects the results of this assessment.
- The **analysis** phase will focus on development of dashboard requirements for elementary, middle and high school teachers, school principals, district administrators, and DOE administrators. In addition, the analysis will identify stakeholder groups (e.g. parents, students ...) for future dashboard development. The transitional milestone for this phase will be the critical review and acceptance of all requirements documentation.
- Creation of technical design specifications that extends and modifies the MSDF specifications in accordance with Delaware requirements will be the focus of the **design** phase. This will culminate with State acceptance of the specification documents.
- The **transition** phase is concerned with the transition of the system from design to development, with the development of the implementation project approach and plan. The transition phase ends with documentation of the implementation plan.

The State views this project as an iterative process where the project team will “analyze a little, design a little and prototype a little” in several iterations. While there are transition milestones marking the end of each phase, the State recognizes and accepts the fact that project products will not be completed in a clean waterfall fashion.

3.2. General Requirements

This section addresses general expectations for the Insight Performance Management Dashboards and a description of the information to be provided by the Vendor in their proposal.

3.2.1. Understanding of the MSDF Design Documentation

The State has decided to use the design documentation developed for the Texas Education Agency and supported by the Michael and Susan Dell Foundation as the starting point for Delaware’s performance management dashboards. Critical to the success of this project is partnering with a Vendor that has a clear understanding of the MSDF documentation and how it may be extended for use in Delaware.

Vendor Response

The technical proposal must demonstrate that the Vendor’s understands the materials the State will be licensing from MSDF. To assist the State in the evaluation of this understanding, the Vendor should discuss how the MSDF design documentation would be extended to incorporate the Dropout Early Warning Indicator described in Section 2.3 of this RFP, and discuss how this might be visualized in a dashboard.

3.2.2. Indicator Development

At the request of the Delaware Department of Education, the Regional Education Lab Mid-Atlantic is currently in the planning stages of conducting an expert roundtable on the development and implementation of student-level indicators and metrics for use through data dashboards. Invited experts will be nationally recognized authorities who are knowledgeable on both the research and implementation of data dashboard systems. The roundtable will be based on a series of discussions, intended to be engaging and interactive, focusing on what are good student-level indicators/metrics, what are they good indicators of (i.e., academic achievement, dropout, etc.), what indicators are most useful for various stakeholders (e.g., administrators, teachers, parents), and using visual presentations of data for ease of use and comprehension. The event will be held in Delaware for a predetermined list of DDOE and district personnel.

Vendor Response

The Vendor will be required to participate in this roundtable discussion. The technical proposal must acknowledge this participation and discuss how the products of the roundtable can be incorporated into the Vendor’s work plan.

3.3. Deliverable Topics

This section addresses a number of management and technical topics of importance to this project. Within this section, the structure of each topic is the same, providing:

- The requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);

- Background information on any work completed to date by the State, and preferences of the State with regard to the nature of the work to be performed;
- A description of the information to be provided by the Vendor in their proposal.

3.3.1. Project Approach and Plan

The Vendor will be responsible for development and maintenance of the project task plan and schedule, based on the approach, methodology and tools used successfully by the Vendor in previous engagements. The Vendor will be responsible for regular reporting of progress against the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.

Through our Request for Information (RFI) process, the State found that the majority of potential vendors have developed methodologies that are customized to the implementation of their solution. To minimize cost and reduce risk, the State believes it is important for the successful Vendor to use their methodology, applying it to the particular needs of the State of Delaware. The “how” of the project should, therefore, be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in similar engagements.

The State believes it is in the best interest to implement the system following an aggressive schedule, but not so aggressive as to significantly increase risk or sacrifice quality. A primary purpose of this project is to provide the Teacher’s Insight dashboard as quickly as possible, so the first priority will be to complete the Teacher’s Insight dashboard design first then to expand this design to address the remaining dashboards. The State will consider alternative proposals (phased, different time frame, different roll-out date) if they can be shown to substantially address the objective of establishing the Teacher’s Insight dashboard quickly while providing additional benefits to the State.

Expected Deliverables and Work Products:

- Final Scope Document (D)
- Final Project Work Plan (D)
- Project Status Reports (W)
- Workshop Summaries (W)

Vendor Response

The technical proposal must describe the Vendor’s philosophy, methodology, and approach to this project and to project management; describe the methods, tools, and techniques the Vendor intends to use in providing project management services; provide a description of key methods or techniques; provide a high-level project plan and schedule identifying major milestones and deliverables; describe the Vendor’s approach to managing the schedule, controlling costs, mitigating risk, and limiting "scope expansion" to the project. The State expects both the project plan and the schedule to undergo significant

refinement during the planning phase of the project. For each major milestone and deliverable, the Vendor shall identify the roles and responsibilities of Vendor and State staff in the completion of each deliverable.

The cost proposal must include the costs of any software licenses for tools proposed by the Vendor to document the requirements and design. The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

3.3.2. Project Staffing and Qualifications

The Vendor is responsible to provide and maintain sufficient numbers of qualified management, technical and functional staff to meet the needs of this project and provide the services outlined in the Vendor's response to this RFP. The Vendor is also responsible for development of a detailed resource plan for both Vendor and State staff, which defines the staffing and staff organization, and identifies all team participants and their roles and responsibilities. The Vendor must identify key staff and will be required to commit these staff for the life of the project except for legitimate personal reasons, employment termination, acts of God or mutual agreement between the State and the Vendor. Any replacement of key staff should have skills and qualifications equal to or greater than the individual that departed. In any case, the State reserves the right to interview and agree or not agree on the replacement.

Based on past experience with similar projects, and estimates developed during the RFI process, the State has developed a staffing plan for State staff to support both the Education Insight Warehouse and Dashboard projects. The State is planning to provide a full-time project manager, supporting both projects. This individual will be responsible for coordination of State staff resources, collaboration with the Vendor project managers, and communication with project Stakeholders. In addition, the State is committing the following resources to the two projects:

- Project Coordinator, 100%
- IT Architect, 90%
- Two (2) Data Administrators/Analysts, 75% each

The State has selected top managers from DDOE to serve as project sponsors who will provide regular oversight of project activities and who will coordinate activities with managers in districts and Charter schools across the State. The Director of the DDOE Technology Workgroup will serve as a project sponsor and be devoted 20% to the two projects.

The State has a strong preference for consultants with previous experience with the analysis and design of performance management dashboards in a K12 environment as well as an excellent understanding of their particular area(s) of responsibility. To obtain the best consulting team possible, the State is willing to be flexible in the staging of consulting assignments and will work to minimize the time between submission of proposals and start of the contract in order to ensure that the most qualified team available is assigned to the project.

Expected Deliverables and Work Products:

- Detailed Resource Plan (D)

Vendor Response

Vendors and their subcontractors shall describe the proposed management structure and identify key personnel who will be assigned to this project. Resumes for all key personnel shall be included along with three personal references. At a minimum key staff will include the Vendor Project Manager and Analysis Lead. Other key staff should be suggested by the Vendor, if appropriate.

Because project methodologies may differ, the proposal must outline State staffing needs based on the Vendor’s methodology and describe the recommended working and reporting relationships between State and Vendor staff.

3.3.3. Knowledge Transfer

Knowledge transfer is a continuous process designed to enable the State to properly support the development and extension of the dashboards in the future. This, in turn, requires an excellent understanding of the design principles and architecture embedded in the MSDF design documentation. The Vendor will be responsible for development of a knowledge transfer plan for the project team. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the project team in the methodology and task plan to be used on the project, the architecture and design of the dashboards and database, and the skills and techniques needed for ongoing maintenance of the system.

Expected Deliverables and Work Products:

- Knowledge Transfer Plan (D)
- Plan Progress Documentation (W)

The State believes that knowledge transfer should be in integral part of the overall project plan that incorporates formal training, one-on-one coaching and directed work experience. The plan should identify the knowledge and skills team members need to acquire, the methods to be used to obtain these skills, and a mechanism for tracking progress.

Vendor Response

The technical proposal must describe the Vendor’s knowledge transfer philosophy, the approach that will be used in the project, and provide a discussion of how this approach will ensure that State staff will be able to take ownership and continue the project through development of the dashboards. The project work plan must identify key milestones in the knowledge transfer process and identify major deliverables or work products of this process.

3.3.4. Requirements and Design Documentation

The primary products of this project are updated versions of the MSDF design documentation, which reflect Delaware requirements and extensions. This

documentation must be in the same form, format and level of detail as the original documentation.

Expected Deliverables and Work Products:

- User Interface Designs for Dashboards (D)
- Performance Management Metric Definitions (D)
- Canonical Data Model with Extensions (D)
- Data Dictionary (D)
- Interchange Schemas (D)
- Workshop Documentation (W)

Vendor Response

The Vendor’s proposal must describe the process that will be used to update and extend the MSDF documentation to reflect Delaware’s implementation, and describe any additional documentation that will be produced in the course of this project.

Portions of the MSDF documentation were created using specific tools (such as Enterprise Architect from Sparx Systems and XMLspy from Altova). The Vendor’s cost proposal must identify any tools and their licensing costs that will be used to create and maintain this documentation.

3.3.5. Security and Security Administration

As described in Section 2, the DDOE is undergoing a transition of its existing authentication strategy to a unified enterprise SSO capability across all DDOE managed applications. In addition, access to dashboard must limit access to data based on user role. It is the Vendors responsibility to work with the State to develop the security requirements and design for the dashboards that is compatible with the DDOE security solution.

Expected Deliverables and Work Products:

- Dashboard Security Requirements (D)
- Dashboard Security Design (D)

Vendor Response

The Vendor’s proposal must describe how role-based security for the dashboards might be incorporated into the DDOE security design, and discuss how their approach will address the capture and documentation of security requirements.

3.3.6. Performance Management Data Store

As described in the Project Overview (Section 2), design and development of the Teacher’s Insight Dashboard will occur contemporaneously with the implementation of the Insight Warehouse.

The tasks and timing for both the warehouse and the dashboard must be well coordinated to ensure that products from the first are available for the latter such that project delays are minimized.

It will be the Vendor’s responsibility to develop the detailed design for the performance management dashboard data store and work with the longitudinal warehouse Vendor on the design of the extract programs that will be used to pull data from the warehouse and eSchool Master databases for use in the Teacher’s dashboard data store(s). It will be the responsibility of the Teacher’s dashboard developers to import this data into the dashboard data store during the development process.

Expected Deliverables and Work Products:

- Performance Management Data Store Design (D)
- Extract Program Design Assistance (W)

Vendor Response

Based on review of the MSDF design documentation, the Vendor response must describe the general approach to the regular exchange of data between the warehouse and the dashboard database. The vendor response must also identify any tools and graphical notation to be used to document the design of the dashboard data store.

The cost proposal must identify all tools recommended for this task along with their licensing costs.

3.3.7. Implementation Project Plan

The Vendor must work with the State to develop the detailed project plan for implementation of Teacher’s Insight and subsequent dashboards using the design documentation developed through this project. The State expects that a detailed plan will be developed for Teacher’s Insight that will serve as a baseline for future dashboards. In addition to addressing the technical aspects of implementation, the plan must also address end-user training and the plan for stakeholder engagement during the implementation process.

Expected Deliverables and Work Products:

- Dashboard Implementation Plan (D)

Vendor Response

The technical proposal must describe the Vendor’s approach to developing the project plan to be used for implementation.

3.4. Deliverable Summary

The following table summarizes the project deliverables identified in this section. These deliverables are to be identified in the Vendors Final Project Workplan, are used as payment points in the execution of the project, and are used by the vendor to prepare their cost proposal for this project.

ID	Deliverable	Description
1	Final Scope Document	Documentation of the scope, objectives and overall approach to the project, to be used for project control and execution.
2	Final Project Work Plan	Microsoft Project plan and supporting narrative identifying the phases and tasks of the project, along with schedule, duration, dependencies and resource assignments.
3	Detailed Resource Plan	A document identifying the Vendor and State resources assigned to the project, by time period, along with their roles, responsibilities and reporting structure.
4	Knowledge Transfer Plan	A document describing the approach and timing to formal training, OJT, and work experiences that will prepare State staff to operate the system effectively at the end of the project.
5	User Interface Design	A document containing Annotated Mockups, in the MSDF format, showing user interaction and dashboard content for each role group.
6	Metric Definitions	Documentation of the metrics to be included in the dashboards, in the MSDF format, that defines the metric, data mapping, calculations, usage, related research, and visualization.
7	Canonical Data Model	The MSDF data model, described in Unified Modeling Language, with clearly identified Delaware modifications and extensions.
8	Data Dictionary	A document in MSDF format that defines each element contained in the Canonical Data Model.
9	Interchange Schemas	Metadata describing the interchange schemas for data to be migrated from the Longitudinal Warehouse to the dashboard data store.
10	Dashboard Security Requirements	Documentation of requirements for access and usage of the dashboard by each user role group.
11	Performance Management Data Store Design	Detailed design of the performance management data store that will be used to support the dashboards.
12	Implementation Project Plan	The project plan with resource estimates that will guide the implementation of the Insight Dashboards.

4. Administrative Information

This section provides an overview of the procurement process and conditions along with key dates that must be met by prospective vendors. In addition, it contains the standard contract terms and conditions that will be included in any contract issued as a result of this request for proposal.

4.1. RFP Issuance

4.1.1. Obtaining Copies of the RFP

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

4.1.2. Public Notice

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

4.1.3. 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.

4.1.4. RFP Designated Contact

All questions specific to the RFP must be submitted using the “Post a Question” function associated with the RFP on the DOE website (<http://www.doe.k12.de.us/rfplisting/>). General communications 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.

Reese Robinson, Insight Project Manager
Delaware Department of Education
Education Insight Project
401 Federal Street, Suite #2
Dover, DE 19901-3639
rrobinson@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.

4.1.5. Consultants and Legal Counsel

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

4.1.6. Contact with State Employees

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

4.1.7. 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.

4.1.8. 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
- e. Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- f. Has violated ethical standards set out in law or regulation; and
- g. 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.

4.2. RFP Submissions

4.2.1. 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.

4.2.2. 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 20 paper copies and 1 electronic copy on CD.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM EST on February 15, 2011**. The outside of the proposal package must be clearly labeled “RFP 2011-12 DOE – Education Insight Dashboard Analysis and Design.” The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM EST on February 15, 2011**. 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.

4.2.3. 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.

4.2.4. 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.

4.2.5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through June 30, 2011. The DDOE reserves the right to ask for an extension of time if needed.

4.2.6. 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.

4.2.7. Proposal Opening

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

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

4.2.8. Non-Conforming Proposals

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

4.2.9. Concise Proposals

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

4.2.10. Realistic Proposals

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

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

4.2.11. Confidentiality of Documents

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

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

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

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

4.2.12. Multi-Vendor Solutions (Joint Ventures)

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

vendor shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

4.2.12.1. Primary Vendor

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

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

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

4.2.12.2. 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.

4.2.12.3. 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.

4.2.13. 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.

4.2.14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

DDOE will allow written requests for clarification of the RFP. All questions must be submitted using the “Post a Question” function associated with the RFP on the DOE website (<http://www.doe.k12.de.us/rfplisting/>). All questions will be consolidated into a single set of responses and posted on the State’s website at <http://www.doe.k12.de.us/rfplisting/> by 12:00 PM each Friday. Vendors’ names will be removed from questions in the responses released if that option is chosen when the question is posted. Questions should be submitted with the following information included in the body of the question. Deviations from this format will not be accepted.

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

Questions must be filed no later than midnight on January 31, 2011.
Questions received after that time will not be considered.

4.2.15. State’s Right to Reject Proposals

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

4.2.16. State’s Right to Cancel Solicitation

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

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

4.2.17. State’s Right to Award Multiple Source Contracting

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

4.2.18. Notification of Withdrawal of Proposal

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

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

4.2.19. Revisions to the RFP

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the state’s website at <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.

4.2.20. Exceptions to the RFP

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

4.2.21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

4.3. RFP Evaluation Process

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

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

4.3.1. Proposal Evaluation Team

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

4.3.2. Proposal Selection Criteria

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

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

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

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

The Team reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.
- Select more than one vendor pursuant to 29 *Del. C.* §6986.

a. Criteria Weight

Proposals will be evaluated using the following criteria and scoring:

Criteria	Weight
Understanding of project scope, objectives and requirements	40%
Vendor and subcontractor experience, qualifications and references	30%
Project work plan and schedule	10%
Project Cost	20%
Total:	100%

4.3.3. 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.

4.3.4. References

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

4.3.5. Oral Presentations

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be

technically qualified to respond to questions related to the proposed system and its components.

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

4.4. Contract Terms and Conditions

4.4.1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for **one year** with **two** possible extensions for a period of **one year** for each extension.
- b. The selected vendor will be required to enter into a written agreement with DDOE. DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by DDOE. Vendors will be required to sign the contract for all services, and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. DDOE's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP. No vendor is to begin any service prior to receipt a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

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

4.4.2. Collusion or Fraud

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

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

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

4.4.3. Lobbying and Gratuities

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

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

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

4.4.4. Solicitation of State Employees

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

Delaware employees by a vendor may result in rejection of the vendor’s proposal.

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

4.4.5. General Contract Terms

a. **Independent contractors**

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

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

b. **Non-Appropriation**

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

c. **Licenses and Permits**

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

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

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

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

d. **Notice**

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

Reese Robinson, Insight Project Manager
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

e. **Indemnification**

1) **General Indemnification**

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

2) **Proprietary Rights Indemnification**

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

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

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

f. Insurance

- 1) Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney’s fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor’s negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
- 2) The vendor shall maintain such insurance as will protect against claims under Worker’s Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

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

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

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

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

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

g. Performance Requirements

The selected Vendor will warrant that its possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in

compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

h. Warranty

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

i. Costs and Payment Schedules

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

DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. DDOE will require holdback of 10% of contract monies until acceptable performance is demonstrated.

j. Penalties

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

k. Termination for Cause

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

l. Termination for Convenience

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to

DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

m. **Non-discrimination**

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

n. **Covenant against Contingent Fees**

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

o. **Vendor Activity**

No activity is to be executed in an off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.

p. **Work Product**

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

q. **Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between DDOE and the successful vendor shall constitute the contract between DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware's RFP, Vendor's response to the RFP and purchase

order. No other documents shall be considered. These documents will constitute the entire agreement between DDOE and the vendor.

r. **Applicable Law**

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

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

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

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

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

s. **Scope of Agreement**

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

t. **Other General Conditions**

- 1) Current Version – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) Current Manufacture – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.

- 3) Volumes and Quantities – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) Prior Use – DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.
- 5) Status Reporting – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) Regulations – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.
- 8) Additional Terms and Conditions – DDOE reserves the right to add terms and conditions during the contract negotiations.

4.5. RFP Miscellaneous Information

4.5.1. No Press Releases or Public Disclosure

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

4.5.2. RFP Reference Library

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

4.5.3. Definitions of Requirements

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

4.5.4. Production Environment Requirements

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

5. Vendor Technical Proposal

This section provides directions to the Vendor for the submission of the technical response to the requirements identified in Section 3. In addition, it identifies pre and post proposal requirements and identifies key dates in the procurement process.

5.1. Pre-Proposal Requirements

5.1.1. Registration

Please confirm your organization's interest in this project by notifying Ms. Krista Holloway, by e-mail at kholloway@doe.k12.de.us, or by calling (302) 735-4142. Registering with the State will ensure that your organization is included in announcements or addenda and other notices affecting this project.

5.1.2. Vendor Conference

The State will hold a Vendors' Conference at **10:00 AM, Monday, January 5, 2011, in Conference Room A of the John W. Collette Education Resource Center, 35 Commerce Way, Dover, Delaware 19904**. The purpose of the conference is to allow each vendor to review the RFP with the State Project Team and to answer questions. Attendance at the Vendor's Conference is mandatory. This conference will provide a forum for vendors:

1. To request clarification of the RFP.
2. To seek a better understanding of the State's intentions.
3. To offer suggestions or changes to the RFP that could improve competition or lower cost to the State without compromising services.
4. To achieve any or all of the proceeding.

Details of the Vendor's Conference are as follows:

- Written questions for the Vendor's Conference are due on or before close of business, Tuesday, **December 28, 2010** in order for the State to prepare answers to the questions. They must be addressed to the Designated Contact. Questions can be submitted on paper but must also be submitted electronically by email.
- Written questions should be tied directly to the RFP, by referencing the proposal section number to which each question relates.
- Follow-up questions and any additional questions will be allowed during the conference in an open forum. Oral responses to questions asked during the conference will be informational only and will not be considered binding. Written (official) answers will be provided for all questions asked during the Vendor's Conference. These questions and answers will be distributed to all registered vendors within three (3) business days following the Vendor's Conference.

Vendors are requested to limit attendance to two people from each company. Attendance is a requirement of responding to the RFP. There will be no tape or transcript of the conference. Please confirm your attendance at the Vendor's Conference by notifying Ms. Krista Holloway, by e-mail at kholloway@doe.k12.de.us, or by calling (302) 735-4142.

5.1.3. Intent to Bid

Vendors shall complete and return the “Notice of Intent to Bid” form by **2 PM EST, Thursday, January 24, 2011**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

Krista Holloway
State of Delaware Department of Education
Education Insight Project
401 Federal Street, Suite #2
Dover, DE 19901-3639

All potential vendors who attend the Vendor’s Conference and return the “Notice of Intent to Bid” form will constitute the pool of “Active Bidders”.

The “Notice of Intent to Bid” form will be made available to each potential vendor represented at the Vendor’s Conference. Failure to return this form by **2 PM EST, Thursday, January 24, 2011** shall be interpreted by the State as a presumptive rejection of the RFP, and that the potential vendor’s organization does not desire to bid. Furthermore, failure to return the “Notice of Intent to Bid” form shall mean that the Vendor will no longer be considered as an “Active Bidder”.

5.2. Proposal Contents Requirements

The failure of a Vendor to meet any of the following RFP requirements will result in disqualification of the proposal.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

Vendors are cautioned not to refer to a brochure as a response to a requirement. Vendors are expected to write full answers for each requirement and not refer to previous responses, for example, using “see above” or “See technical whitepaper, page 4”.

Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the Vendor’s response to the RFP. All discussion of proposed costs, rates, or expenses must only occur in the Cost Proposal.

5.2.1. Technical Proposal Vendor Response Section

This section provides Vendors with the opportunity to answer text-based questions about the implementation and project management services.

The Technical Proposal must be bound, and organized behind tabs corresponding to the sections of the Technical Proposal Vendor Response Section, as follows:

TECHNICAL PROPOSAL	
Tab #	Response Section
1	Proposal Overview
2	Vendor and Partner Overview & References
3	Vendor Certifications & Exceptions
4	General Requirements
5	Deliverable Requirements
6	Required Vendor Attachments
7	Supplemental and Collateral Material

Attachments requested within each section should be included behind tab 6 (“Required Vendor Attachments”)

5.2.1.1. Proposal Overview

Transmittal Letter

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to obligate the organization contractually.
3. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, titles, and telephone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the requirements in this RFP.
6. Bear the signature of the person authorized to obligate the organization contractually.
7. Acknowledge receipt of any and all amendments to this RFP.

Table of Contents

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

Executive Summary

Vendors shall provide an executive summary to familiarize the State executives and evaluators with the key elements and unique features of their proposal and by briefly describing how they will implement this project. The executive summary should at a minimum provide the following information.

- A summary of the proposal to provide the Proposal Evaluation Team with an overview of the business and project features of the proposal.
- Description of the project team and each team member's roles and responsibilities and lines of authority and accountability.
- Information on the background and qualifications of each partner. (Resumes should be placed behind tab 7 of the Vendor Technical Response.)
- Discuss any risks and concerns arising from the State's RFP.
- Explain what is needed from the State to begin the project.

5.2.1.2. Vendor and Partner Overview and References

Vendor Services Overview

Please identify Vendors for each product or service proposed to be provided. If multiple Vendors will be providing any service, identify each Vendor and the specific system and/or service component they will provide.

Vendor and Partner Overview

This section must be completed for each vendor included in the proposal. The primary Vendor is to be the first organization listed.

ORGANIZATION HEADQUARTERS INFORMATION:

Company Name:
Address:
City, State & Zip:
Company Size: (Total Number of Employees)

REGIONAL OR LOCAL OFFICE INFORMATION:

Address:
City, State & Zip:
Primary Contact:
Phone: Fax:
E-mail:

PRIMARY CONTACT INFORMATION for the RFP:

Name: Title:
Address:
City, State & Zip:
Phone: Fax:
E-mail:

Special Organizational Conditions

Disclose any of the conditions that have occurred within the past five (5) years and discuss their organizational impacts; judgments, pending litigation or other real potential financial reversals, contract terminations, known or planned sale, merger or acquisition of this vendor's company or products, any mergers or acquisitions and any potential conflicts of interest with the State. If none of these conditions are known to exist, state "None":

Corporate Qualifications and Experience

The Vendor must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major-sub-contractors for similar work in other K-12 organizations.

Vision and Strategy

Vendors should describe their organization's mission and vision and show how these items will provide the business direction and resources to enable the vendor to facilitate the successful implementation of the Insight Performance Management Dashboards. Vendor must describe their strategy to providing key competencies and focused, service-oriented support required for a successful project.

Other Value Added Service or Options

Vendors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project. The response to this specification may include other capabilities not included elsewhere in the Vendor's proposal.

Financial Stability

Vendors must submit copies of their most recent year independently audited financial statements. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Vendor, the Vendor must document the reason and, instead, submit sufficient information to enable the Proposal Evaluation Team to determine the financial stability of the Vendor.

Vendor Install Base & References

Vendors and subcontractors shall provide a list of three projects where the Vendor has worked with a K12 organization on a project that was similar in size, application, and scope to the projects described herein. The State will contact these companies and ask them about the Vendor's technical capabilities, project management skills, and ongoing support after installation. One of the three reference accounts may be chosen for a site visit by the Proposal Evaluation Team.

For each reference identify the organization, provide a contact name and contact information (address, phone number and email address). Describe the hardware and software used for the project, the start and end date of the engagement, and the approximate cost of the project.

5.2.1.3. Vendor Certifications and Exceptions

Vendor Assumptions

State any assumptions or dependencies presumed in this proposal. Identify each assumption with a unique numerical identifier. If there are no additional assumptions, the Vendor must indicate NONE for this section.

Exceptions to the RFP

Note any exceptions taken to any aspect of the RFP. Exceptions to detailed technical or management requirements should be discussed in the Vendor Response to the appropriate section and referenced here in the RFP Exceptions List.

All exceptions must be documented here regardless of whether they appear elsewhere in the proposal. Where specific exceptions are noted, please reference the RFP section, page and item number. If there are no exceptions, the Vendor must indicate NONE for this section.

Response to Terms and Conditions

The contract between the State and a Vendor will follow the format specified by the State and contain the terms and conditions set forth in the Administrative Information Terms and Conditions section. However, the State reserves the right to negotiate with a successful Vendor provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Vendor's proposal will be incorporated into and become part of the contract.

Should a Vendor object to any of the State's terms and conditions, as contained in the Administrative Information Terms and Conditions section, that Vendor must propose specific alternative language. The State may or may not accept the alternate

language. General references to the Vendor’s terms and conditions or attempts at complete substitutions are not acceptable to the State and will result in disqualification of the Vendor’s proposal.

Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. If there are no exceptions, the Vendor must indicate NONE for this section.

Vendor’s Additional Terms and Conditions

Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the State. The State may or may not accept the additional terms and conditions. Vendors must provide a brief discussion of the purpose and impact, of each proposed change followed by the specific proposed alternate wording. The State may or may not accept the additional terms and conditions. If there are no additional terms, the Vendor must indicate NONE for this section.

Milestone Based Payment Schedule

Provide your acceptance of a milestone based payment schedule and discuss any conditions or limitations.

Background Checks & Investigations

Individuals in your organization may be subject to finger-printing, background checks and investigations in order to work under contract with the State. Please provide your acceptance of this requirement and describe any issues or concerns with this requirement

5.2.1.4. General, and Deliverable Requirements

The format for the response is the same for these two tabs. For each heading identified in sections 3.2, and 3.3, list the heading and provide the response. Use as much space as required to completely respond to the State’s request and include a response for each heading listed. Please refer to the “Vendor Response” comments under each heading in Section 3 to make certain your response is complete.

5.2.1.5. Vendor Required Attachments

This Tab should include required documents as specified in different section of the RFP.

Delaware Business License

The Vendor must provide a copy of their valid Delaware Business License.

Tax Clearance Certificate

A Tax Clearance Certificate must be provided with this proposal. This is obtainable through the Corporate Income Taxes Section, Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801. This clearance will assure that there are no outstanding tax liabilities for the corporation, business, association or individual with which the State intends to do business.

Certificate of Insurance

The Vendor must provide a Certificate of Insurance as evidence of the required coverage specified in this RFP.

Latest Audited Financial Statement

Provide copies of your company's latest audited financial statement, if applicable.

Vendor Standard Licensing Agreement

Provide copies of your standard licensing agreements.

High Level Project Plan and Schedule

The Vendor must include a copy of the preliminary high level project plan and schedule based their responses to this RFP.

Key Staff Resumes

The Vendor must include copies of resumes for all key personnel proposed for this RFP, along with three references.

5.2.1.6. Supplemental and Collateral Material

The Vendor should include any supplemental materials in this section.

5.3. Post-Proposal Requirements

5.3.1. Vendor Oral Presentations

Vendors selected as finalists may be required to make an oral presentation of their Proposal to the State's Proposal Evaluation Team. The State's Proposal Evaluation Team will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the State's Proposal Evaluation Team will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The Proposal Evaluation Team may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor's proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendor's must include in their proposals a list of all special equipment, communications facilities or other resources required for the oral presentation of their proposal.

6. Vendor Cost Proposal

This section describes the requirements to be addressed by vendors in preparing the Cost Proposal. This Cost Proposal must be submitted according to the consistent with the Administrative provisions found in Section 4 and must comply with the requirements presented in this section. The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

6.1. Cost Proposal Contents

All costs associated with the requirements specified herein, must be listed in cost tables.

Please note that all cost tables must include bottom lines for totaling the line items in the table.

The Cost Proposal must be bound and submitted separately from the Technical Proposal Section. The Cost Proposal sections shall include: 1) Total Not To Exceed Cost; 2) License Cost; 3) Future Vendor Rates; 4) Staff Loading; 5) Payment Schedule by Deliverable; 6) Other (As Needed); and 7) Attachments and Assumptions.

The Cost Proposal must be organized behind tabs corresponding to the sections listed above as follows:

Tab #	Response Section
1	Total Not To Exceed Cost
2	License Costs
3	Future Vendor Rates
4	Staff Loading
5	Payment Schedule by Deliverable
6	Other (As Needed)
7	Attachments and Assumptions

Attachments and assumptions requested within each section should be included behind Tab 7.

The Cost Proposal shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The State recognizes that each vendor may have a unique pricing methodology. The vendor has the flexibility to apply the pricing model that meets the requirements of this RFP and minimizes the cost to the State while meeting all requirements of this RFP. All labor rates must be “fully loaded” to represent services provided at the project site in Dover, Delaware (i.e., travel and living expenses must be included in the rates). All cost estimates shall be inclusive of State Gross Receipts tax and all other taxes. The State will not pay any taxes separately.

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole,

offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as the State. If the Vendor shall, during the term of this contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to the State.

6.2. Cost Proposal – Total Not to Exceed Cost

The Vendor's total cost for the entire project must be presented as the Total Not-To-Exceed Cost. This cost must be broken down by the following project components:

1. Project Management
2. Analysis and Design
3. Knowledge Transfer
4. Implementation Plan
5. License Costs
6. Other

Instructions

1. All cost figures shall be provided in a fixed fee amount.
2. Since this is a fixed price solicitation, all cost figures shall be inclusive of travel and expenses (no travel and living expenses shall be billable to the State).
3. Costs shall include all applicable taxes.

Please state any significant assumptions associated with the estimation of costs for this proposal.

6.3. Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional service is required. Vendor must include a burdened hourly rate for change orders as a result of modifications to the original scope of work. The Vendor's Cost Proposal must identify labor categories and rates that will be used to cost any additional work that may be required by the State. The vendor must guarantee those rates for the life of the project.

6.4. Staff Loading

List the titles of proposed positions on the project team to be filled by Vendor staff. Names must be provided for individuals designated for key roles, but titles are sufficient for others. For the duration of the product, identify by month the number of hours that each position is planned to work on the project and provide a total for the project.

6.5. Payment Schedule by Deliverable

It is the State's intent to negotiate a milestone-based fixed-fee payment structure based on acceptance of deliverables. The State may consider other payment alternatives from the Vendor. Vendors are required to submit a proposed payment schedule that is tied to specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the State Project Manager has approved the associated

deliverable(s). The State intends to withhold 10 percent of each payment until the State formally accepts the implementation of the PeopleSoft Financials application at the end of the post implementation support period.

A fixed price must be provided for each deliverable identified in Section 4 of this RFP.

6.6. Licensing

Software products, tools and utilities that are required to provide base functionality or to support the design, development, configuration or operations of the system must be detailed.

For each item, provide a brief description. Identify the number of licenses required, the base or one-time cost for these licenses and the annual or maintenance cost. Identify when the annual cost begins. If applicable, identify any code base that will be owned by the State at the end of this project.

The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

6.7. Attachments and Assumptions

As indicated above, please state any significant assumptions associated with the estimation of costs for this proposal. Please identify the activity or topic to which the attachment or assumption applies and how the attachment or assumption impacts the Cost Proposal (e.g., a fiscal impact on costs or impact on hours per month, etc.).