# DDOE Recruitment Website and Talent Management Portal Statement of Agreement RFP# 2012-13

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on October 21, 2017 by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and SearchSoft Solutions, Inc. hereafter referred to as SearchSoft Solutions, Inc.

WHEREAS, DDOE desires to obtain certain services to design, maintain and promote a centralized recruitment website and talent management portal for all Delaware local education agencies (LEAs) to recruit applicants for vacancies. The State seeks a vendor to provide a well-designed, applicant-friendly state website and user-friendly, operationally sound web-based talent management portal that will enable DDOE and all Delaware districts and charter schools to post and monitor vacancies for all open positions in public education in the State. The portal will also provide real-time data on statewide recruitment efforts, AND

WHEREAS, SEARCHSOFT SOLUTIONS, INC. desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and SEARCHSOFT SOLUTIONS, INC. represent and warrant that each party has full right, power and authority to enter into and perform under this Agreement;

FOR AND IN CONSIDERATION OF the premises and mutual agreements herein, DDOE and SEARCHSOFT SOLUTIONS, INC. agree as follows:

#### 1. Services.

- 1.1 SEARCHSOFT SOLUTIONS, INC. shall perform for DDOE the services specified in the Appendices to this Agreement, attached hereto and made a part hereof.
- 1.2 Any conflict or inconsistency between the provisions of the following documents shall be resolved by giving precedence to such documents in the following order: (a) this Agreement, including Appendix A, Statement of Work and Appendix B, Payment Schedule (and including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix C; and (c) SEARCHSOFT SOLUTIONS, INC.'s response to the request for proposals, attached hereto as Appendix D. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.
- 1.3 DDOE may, at any time, by written order, make changes in the scope of this

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

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

# 2. Payment for Services and Expenses.

- 2.1 The term of the initial contract shall be from the execution of this agreement and a State of Delaware Purchase Order through October 21, 2017.
- 2.2 DDOE will pay SEARCHSOFT SOLUTIONS, INC. for the performance of services described in Appendix A, Statement of Work. The fee will be paid in accordance with the payment schedule attached hereto as part of Appendix B.
- 2.3 DDOE's obligation to pay SEARCHSOFT SOLUTIONS, INC. for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$327,350. It is expressly understood that the work defined in the appendices to this Agreement must be completed by SEARCHSOFT SOLUTIONS, INC. and it shall be SEARCHSOFT SOLUTIONS, INC.'s responsibility to ensure that hours and tasks are properly budgeted so that all services are completed for the agreed upon fixed fee. DDOE's total liability for all charges for services that may become due under this Agreement is limited to the total maximum expenditure(s) authorized in DDOE's purchase order(s) to SEARCHSOFT SOLUTIONS, INC.
- 2.4 SEARCHSOFT SOLUTIONS, INC. shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide

SEARCHSOFT SOLUTIONS, INC. a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle SEARCHSOFT SOLUTIONS, INC. to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to SearchSoft Solutions, Inc., 47 South Meridian Street, Suite 307 Indianapolis, IN 46204.

- 2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by SEARCHSOFT SOLUTIONS, INC. If an Appendix specifically provides for expense reimbursement, SEARCHSOFT SOLUTIONS, INC. shall be reimbursed only for reasonable expenses incurred by SEARCHSOFT SOLUTIONS, INC. in the performance of the services, including, but not necessarily limited to, travel and lodging expenses, communications charges, and computer time and supplies.
- 2.6 DDOE is a sovereign entity, and shall not be liable for the payment of federal, state and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.
- 2.7 DDOE shall subtract from any payment made to SEARCHSOFT SOLUTIONS, INC. all damages, costs and expenses caused by SEARCHSOFT SOLUTIONS, INC.'s negligence, resulting from or arising out of errors or omissions in SEARCHSOFT SOLUTIONS, INC.'s work products, which have not been previously paid to SEARCHSOFT SOLUTIONS, INC.
- 2.8 Invoices shall be submitted to:

Michelle Kriss
Teacher & Leader Effectiveness Unit
Delaware Department of Education
401 Federal St., Suite #2
Dover, DE 19901-3639

# 3. Responsibilities of SEARCHSOFT SOLUTIONS, INC.

3.1 SEARCHSOFT SOLUTIONS, INC. shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by SEARCHSOFT SOLUTIONS, INC., its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, SEARCHSOFT SOLUTIONS, INC. shall follow practices

consistent with generally accepted professional and technical standards. SEARCHSOFT SOLUTIONS, INC. shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <a href="http://dti.delaware.gov/">http://dti.delaware.gov/</a>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, SEARCHSOFT SOLUTIONS, INC. shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. SEARCHSOFT SOLUTIONS, INC. shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by SEARCHSOFT SOLUTIONS, INC.'s failure to ensure compliance with DTI standards.

- 3.2 It shall be the duty of the SEARCHSOFT SOLUTIONS, INC. to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. SEARCHSOFT SOLUTIONS, INC. will not produce a work product that violates or infringes on any copyright or patent rights. SEARCHSOFT SOLUTIONS, INC. shall, without additional compensation, correct or revise any errors or omissions in its work products.
- 3.3 Permitted or required approval by DDOE of any products or services furnished by SEARCHSOFT SOLUTIONS, INC. shall not in any way relieve SEARCHSOFT SOLUTIONS, INC. of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of SEARCHSOFT SOLUTIONS, INC.'s services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and SEARCHSOFT SOLUTIONS, INC. shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by SEARCHSOFT SOLUTIONS, INC.'s performance or failure to perform under this Agreement.
- 3.4 SEARCHSOFT SOLUTIONS, INC. shall appoint a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by SEARCHSOFT SOLUTIONS, INC.'s associates and employees under the personal supervision of the Project Manager.

Project Team Title % of Project Involvement

Bret Hawkins Product Manager 25-50%

- 3.5 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, SEARCHSOFT SOLUTIONS, INC. will notify DDOE immediately and work out a transition plan that is acceptable to both parties, as well as agree to an acceptable replacement plan to fill or complete the work assigned to this project staff position. Replacement staff persons are subject to review and approval by DDOE. If SEARCHSOFT SOLUTIONS, INC. fails to make a required replacement within 30 days, DDOE may terminate this Agreement for default. Upon receipt of written notice from DDOE that an employee of SEARCHSOFT SOLUTIONS, INC. is unsuitable to DDOE for good cause, SEARCHSOFT SOLUTIONS, INC. shall remove such employee from the performance of services and substitute in his/her place a suitable employee.
- 3.6 SEARCHSOFT SOLUTIONS, INC. shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.
- 3.7 SEARCHSOFT SOLUTIONS, INC. agrees that its officers and employees will cooperate with DDOE in the performance of services under this Agreement and will be available for consultation with DDOE at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 3.8 SEARCHSOFT SOLUTIONS, INC. has or will retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by the State of Delaware or any other political subdivision of the State.
- 3.9 SEARCHSOFT SOLUTIONS, INC. will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.
- 3.10 The rights and remedies of DDOE provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### 4. Time Schedule.

- 4.1 A project schedule is included in Appendix A.
- 4.2 Any delay of services or change in sequence of tasks must be approved in writing by DDOE.
- 4.3 In the event that SEARCHSOFT SOLUTIONS, INC. fails to complete the

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

## 5. State Responsibilities.

- 5.1 In connection with SEARCHSOFT SOLUTIONS, INC.'s provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.
- 5.2 DDOE agrees that its officers and employees will cooperate with SEARCHSOFT SOLUTIONS, INC. in the performance of services under this Agreement and will be available for consultation with SEARCHSOFT SOLUTIONS, INC. at such reasonable times with advance notice as to not conflict with their other responsibilities.
- 5.3 The services performed by SEARCHSOFT SOLUTIONS, INC. under this Agreement shall be subject to review for compliance with the terms of this Agreement by DDOE's designated representatives. DDOE representatives may delegate any or all responsibilities under the Agreement to appropriate staff members, and shall so inform SEARCHSOFT SOLUTIONS, INC. by written notice before the effective date of each such delegation.
- 5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to SEARCHSOFT SOLUTIONS, INC. It is understood that DDOE's representatives' review comments do not relieve SEARCHSOFT SOLUTIONS, INC. from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.
- 5.5 DDOE shall, without charge, furnish to or make available for examination or use by SEARCHSOFT SOLUTIONS, INC. as it may request, any data which DDOE has available, including as examples only and not as a limitation:
  - a. Copies of reports, surveys, records, and other pertinent documents;
  - Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other document, and information related to the services specified by this Agreement.

SEARCHSOFT SOLUTIONS, INC. shall return any original data provided by DDOE.

- 5.6 DDOE shall assist SEARCHSOFT SOLUTIONS, INC. in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.
- 5.7 SEARCHSOFT SOLUTIONS, INC. will not be responsible for accuracy of information or data supplied by DDOE or other sources to the extent such information or data would be relied upon by a reasonably prudent contractor.
- 5.8 DDOE agrees not to use SEARCHSOFT SOLUTIONS, INC.'s name, either express or implied, in any of its advertising or sales materials. SEARCHSOFT SOLUTIONS, INC. reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

#### 6. Work Product.

- 6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by SEARCHSOFT SOLUTIONS, INC. for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. SEARCHSOFT SOLUTIONS, INC. shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- 6.2 SEARCHSOFT SOLUTIONS, INC. retains all title and interest to the data it furnished and/or generated pursuant to this Agreement. Retention of such title and interest does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which SEARCHSOFT SOLUTIONS, INC. retains title, whether individually by SEARCHSOFT SOLUTIONS, INC. or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.
- 6.3 In no event shall SEARCHSOFT SOLUTIONS, INC. be precluded from developing for itself, or for others, materials that are competitive with the

Deliverables, irrespective of their similarity to the Deliverables. In addition, SEARCHSOFT SOLUTIONS, INC. shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

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

#### 7. Confidential Information.

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

# 8. Warranty.

- 8.1 SEARCHSOFT SOLUTIONS, INC. warrants that its services will be performed in a good and workmanlike manner. SEARCHSOFT SOLUTIONS, INC. agrees to reperform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.
- 8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by SEARCHSOFT SOLUTIONS, INC. for DDOE in connection with the provision of the Services, SEARCHSOFT SOLUTIONS, INC. shall pass through or assign to DDOE the rights SEARCHSOFT SOLUTIONS, INC. obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

# 9. Indemnification; Limitation of Liability.

- 9.1 SEARCHSOFT SOLUTIONS, INC. shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) directly arising out of (A) the negligence or other wrongful conduct of the SEARCHSOFT SOLUTIONS, INC., its agents or employees, or (B) SEARCHSOFT SOLUTIONS, INC.'s breach of any material provision of this Agreement not cured after due notice and opportunity to cure, provided as to (A) or (B) that (i) SEARCHSOFT SOLUTIONS, INC. shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) SEARCHSOFT SOLUTIONS, INC. shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.
- 9.2 If DDOE promptly notifies SEARCHSOFT SOLUTIONS, INC. in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, SEARCHSOFT SOLUTIONS, INC. will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. SEARCHSOFT SOLUTIONS, INC. will not indemnify DDOE, however, if the claim of infringement is caused by (1) DDOE's misuse or modification of the Deliverable; (2) DDOE's failure to use corrections or enhancements made available by SEARCHSOFT SOLUTIONS, INC.; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by SEARCHSOFT SOLUTIONS, INC.; (4) DDOE's distribution, marketing or use for the benefit of third parties of the Deliverable or (5) information, direction, specification or materials provided by Client or any third party. If any Deliverable is, or in SEARCHSOFT SOLUTIONS, INC.'s opinion is likely to be, held to be infringing, VENDOR NAME shall at its expense and option either (a) procure the right for DDOE to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing. The foregoing remedies constitute DDOE's sole and exclusive remedies and SEARCHSOFT SOLUTIONS, INC.'s entire liability with respect to infringement.
- 9.3 DDOE agrees that SEARCHSOFT SOLUTIONS, INC.'s total liability to DDOE for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or SEARCHSOFT SOLUTIONS, INC. negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to SEARCHSOFT SOLUTIONS, INC.

In no event shall SEARCHSOFT SOLUTIONS, INC. be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights

or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought, and even if SEARCHSOFT SOLUTIONS, INC. has been advised of the likelihood of such damages.

# 10. Employees.

- 10.1 SEARCHSOFT SOLUTIONS, INC. has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by SEARCHSOFT SOLUTIONS, INC. in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.
- 10.2 Except as the other party expressly authorizes in writing in advance, neither party shall solicit, offer work to, employ, or contract with, whether as a partner, employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.
- 10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of SEARCHSOFT SOLUTIONS, INC. who will be assigned to this project.

# 11. Independent Contractor.

- 11.1 It is understood that in the performance of the services herein provided for, SEARCHSOFT SOLUTIONS, INC. shall be, and is, an independent contractor, and is not an agent or employee of DDOE and shall furnish such services in its own manner and method except as required by this Agreement. SEARCHSOFT SOLUTIONS, INC. shall be solely responsible for, and shall indemnify, defend and save DDOE harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.
- 11.2 SEARCHSOFT SOLUTIONS, INC. acknowledges that SEARCHSOFT SOLUTIONS, INC. and any subcontractors, agents or employees employed by SEARCHSOFT SOLUTIONS, INC. shall not, under any circumstances, be considered employees of DDOE, and that they shall not be entitled to any of the benefits or rights afforded employees of DDOE, including, but not limited to, sick leave,

vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. DDOE will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of DDOE or any of its officers, employees or other agents.

- 11.3 SEARCHSOFT SOLUTIONS, INC. shall be responsible for providing liability insurance for its personnel.
- 11.4 As an independent contractor, SEARCHSOFT SOLUTIONS, INC. has no authority to bind or commit DDOE. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the parties for any purpose.

# 12. Suspension.

- 12.1 DDOE may suspend performance by SEARCHSOFT SOLUTIONS, INC. under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to SEARCHSOFT SOLUTIONS, INC. at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay SEARCHSOFT SOLUTIONS, INC. its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. SEARCHSOFT SOLUTIONS, INC. shall not perform further work under this Agreement after the effective date of suspension. SEARCHSOFT SOLUTIONS, INC. shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.
- 12.2 In the event DDOE suspends performance by SEARCHSOFT SOLUTIONS, INC. for any cause other than the error or omission of the SEARCHSOFT SOLUTIONS, INC., for an aggregate period in excess of 30 days, SEARCHSOFT SOLUTIONS, INC. shall be entitled to an equitable adjustment of the compensation payable to SEARCHSOFT SOLUTIONS, INC. under this Agreement to reimburse SEARCHSOFT SOLUTIONS, INC. for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

#### 13. Termination.

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

#### other party is given:

- a. Not less than 30 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.
- 13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after SEARCHSOFT SOLUTIONS, INC. is given:
  - a. Not less than 30 calendar days written notice of intent to terminate; and
  - b. An opportunity for consultation with DDOE prior to termination.
- 13.3 If termination for default is effected by DDOE, DDOE will pay SEARCHSOFT SOLUTIONS, INC. that portion of the compensation which has been earned as of the effective date of termination but:
  - a. No amount shall be allowed for anticipated profit on performed or unperformed services or other work, and
  - b. Any payment due to SEARCHSOFT SOLUTIONS, INC. at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of SEARCHSOFT SOLUTIONS, INC.'s default.
  - c. Upon termination for default, DDOE may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event SEARCHSOFT SOLUTIONS, INC. shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of SEARCHSOFT SOLUTIONS, INC. assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.
- 13.4 If after termination for failure of SEARCHSOFT SOLUTIONS, INC. to fulfill contractual obligations it is determined that SEARCHSOFT SOLUTIONS, INC. has not so failed, the termination shall be deemed to have been effected for the convenience of DDOE.
- 13.5 The rights and remedies of DDOE and SEARCHSOFT SOLUTIONS, INC. provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
- 13.6 Gratuities.

- 13.6.1 DDOE may, by written notice to SEARCHSOFT SOLUTIONS, INC., terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by SEARCHSOFT SOLUTIONS, INC. or any agent or representative of SEARCHSOFT SOLUTIONS, INC. to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- 13.6.2 In the event this Agreement is terminated as provided in 13.6.1 hereof, DDOE shall be entitled to pursue the same remedies against SEARCHSOFT SOLUTIONS, INC. it could pursue in the event of a breach of this Agreement by SEARCHSOFT SOLUTIONS, INC.
- 13.6.3 The rights and remedies of DDOE provided in Section 13.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

# 14. Severability.

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

#### 15. Assignment; Subcontracts.

- 15.1 Any attempt by SEARCHSOFT SOLUTIONS, INC. to assign or otherwise transfer any interest in this Agreement without the prior written consent of DDOE shall be void. Such consent shall not be unreasonably withheld.
- 15.2 Services specified by this Agreement shall not be subcontracted by SEARCHSOFT SOLUTIONS, INC., without prior written approval of DDOE.
- 15.3 Approval by DDOE of SEARCHSOFT SOLUTIONS, INC.'s request to subcontract or acceptance of or payment for subcontracted work by DDOE shall

not in any way relieve SEARCHSOFT SOLUTIONS, INC. of responsibility for the professional and technical accuracy and adequacy of the work. All subcontractors shall adhere to all applicable provisions of this Agreement.

- 15.4 SEARCHSOFT SOLUTIONS, INC. shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by SEARCHSOFT SOLUTIONS, INC., its subcontractor or its subsubcontractor.
- 15.5 The compensation due shall not be affected by DDOE's approval of the SEARCHSOFT SOLUTIONS, INC.'s request to subcontract.

# 16. Force Majeure.

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

# 17. Non-Appropriation of Funds.

- 17.1 Validity and enforcement of this Agreement is subject to appropriations by the General Assembly of the specific funds necessary for contract performance. Should such funds not be so appropriated DDOE may immediately terminate this Agreement, and absent such action this Agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available, at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.
- 17.2 Notwithstanding any other provisions of this Agreement, this Agreement shall terminate and DDOE's obligations under it shall be extinguished at the end of the fiscal year in which the State of Delaware fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

#### 18. State of Delaware Business License.

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

#### 19. Complete Agreement.

19.1 This agreement and its Appendices shall constitute the entire agreement

between DDOE and SEARCHSOFT SOLUTIONS, INC. with respect to the subject matter of this Agreement and shall not be modified or changed without the express written consent of the parties. The provisions of this agreement supersede all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

- 19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
- 19.3 SEARCHSOFT SOLUTIONS, INC. may not order any product requiring a purchase order prior to DDOE's issuance of such order. Each Appendix, except as its terms otherwise expressly provide, shall be a complete statement of its subject matter and shall supplement and modify the terms and conditions of this Agreement for the purposes of that engagement only. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof.

#### 20. Miscellaneous Provisions.

- 20.1 In performance of this Agreement, SEARCHSOFT SOLUTIONS, INC. shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. SEARCHSOFT SOLUTIONS, INC. shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.
- 20.2 Neither this Agreement nor any appendix may be modified or amended except by the mutual written agreement of the parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.
- 20.3 The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.
- 20.4 SEARCHSOFT SOLUTIONS, INC. covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in

any manner or degree with the performance of services required to be performed under this Agreement. SEARCHSOFT SOLUTIONS, INC. further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

- 20.5 SEARCHSOFT SOLUTIONS, INC. acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. SEARCHSOFT SOLUTIONS, INC. recognizes that if they refuse to hire or do business with an individual or company due to reasons of race, color, gender, ethnicity, disability, national origin, age, or any other protected status, DDOE may declare SEARCHSOFT SOLUTIONS, INC. in breach of the Agreement, terminate the Agreement, and designate SEARCHSOFT SOLUTIONS, INC. as non-responsible.
- 20.6 SEARCHSOFT SOLUTIONS, INC. warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 20.7 This Agreement was drafted with the joint participation of both parties and shall be construed neither against nor in favor of either, but rather in accordance with the fair meaning thereof.
- 20.8 SEARCHSOFT SOLUTIONS, INC. shall maintain all public records, as defined by 29 *Del. C.* § 502(7), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit SEARCHSOFT SOLUTIONS, INC.'s performance and records pertaining to this Agreement at the SEARCHSOFT SOLUTIONS, INC. business office during normal business hours.

## 21. Insurance.

- 21.1 SEARCHSOFT SOLUTIONS, INC. shall maintain the following insurance during the term of this Agreement:
  - A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and
  - B. Comprehensive General Liability \$1,000,000.00 per

person/\$3,000,000 per occurrence, and

- C. Medical/Professional Liability \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
- 21.2. SEARCHSOFT SOLUTIONS, INC. shall provide forty-five (45) days written notice of cancellation or material change of any policies.
- 21.3. Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

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

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

# 22. Assignment of Antitrust Claims.

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

# 23. Governing Law.

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

#### 24. Notices.

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

CONTRACTOR:

SearchSoft Solutions, Inc.

47 South Meridian Street, Suite 307

Indianapolis, IN 46204

DDOE:

**Karen Field Rogers** 

Associate Secretary, Financial Reform & Resource Mgmnt.

**Delaware Department of Education** 

John G. Townsend Building 401 Federal Street, Suite 2

Dover, DE 19901

Phone No. (302) 735-4040 Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Christopher N. Ruszkowski

Next Page for Signatures.

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

SearchSoft Solutions, Inc.

# riginal on File

Mark VanHooser

Vice President, Sales and Marketing **Project Manager** 

Original on File

(Official of Contractor) Principal Investigator

Delaware Department of Education

**Karen Field Rogers** 

Associate Secretary, Financial Reform & Resource Management

Original on File

Original on File

Christopher N. Ruszkowski Chief officer, Teacher & Leader Effectiveness Unit

Original on File

Director

#### Appendix A – Recruitment Website/Talent Management Portal Statement of Work (SOW)

- A. Year 1 Rollout (April 24, 2013 January 30, 2014)
  - 1. Website Rollout
    - a. DDOE will supply TopSchoolJobs with key assets in a timely fashion to aid in website development
      - i. DDOE will complete portal questionnaire to answer key portal questions regarding site goals, metrics, messaging, visuals, and functionality.
      - ii. DDOE will e-mail or ftp deliverables as listed within questionnaire (e.g. images, brochures, key links, other marketing collateral).
      - iii. There will be at least two hour-long discussions with one or more DDOE representatives regarding the core marketing message and related visual and functional requirements during the course of website development.
    - b. TopSchoolJobs will perform website research, planning, and design
      - TopSchoolJobs will review portal questionnaire, RTTT proposal, DDOE discussion notes, current DDOE recruitment websites, and benchmark websites identified by DDOE (e.g. TFA) to propose homepage design, site navigation, and content.
      - ii. The April 25th implementation of the DDOE website is forecasted to consist of approximately eight Wordpress pages (this does not include SearchSoft-hosted job and application pages). TopSchoolJobs will support the creation of up to 25 pages through July 31<sup>st</sup>, 2013.
      - iii. DDOE will review proposed design and navigation and approve or suggest changes. The iterative design review and change request process will not span more than two weeks in order to satisfy the May 2nd deadline.
      - iv. TopSchoolJobs will create custom Wordpress template for home page, inner pages, code approved design, add necessary WordPress plugins, update CSS file for responsive design, add share buttons for content distribution, and add Google Analytics.
    - c. TopSchoolJobs will collaborate with DDOE technical support and SearchSoft to launch the sebsite
      - TopSchoolJobs will test the website, prepare visitor map, and create XML sitemap
      - ii. TopSchoolJobs will work with the DDOE IT department and SearchSoft to transfer website from development domain to SearchSoft or DDOE-hosted domain (e.g. <a href="http://careers.doe.k12.de.us">http://careers.doe.k12.de.us</a> with a 301 redirect from <a href="http://teach.delaware.gov">http://teach.delaware.gov</a>)
  - 2. Online Application and Job Posting System Rollout
    - a. SearchSoft Project manager will meet with DDOE onsite gathering of user requirements. 2 days are allocated for onsite meetings with DDOE. However, because of the iterative nature of the process, multiple follow-up conference calls

are typically required for completion. There is no limit placed on the number of telephone meetings.

- i. Application Content
- ii. HQ Rubric
- iii. Certification Detail
- iv. Terminology
- v. Workflow
- vi. Detail of participating districts
- b. Search Soft Application Specialists will tailor the application to specification
- c. SearchSoft Technicians will configure and deploy the software to specification (April 25, 2013)
- d.SearchSoft training will conduct training onsite (TBD) 2 days are allotted for onsite training. 2 sessions can be conducted per day. Users are recommended to attend 1 training session. Additional onsite training can be acquired on a per day basis for \$1,750. This rate is inclusive of travel expenses.
- e.SearchSoft trainer will deliver district orientation/training via webinar (TBD) 4 webinar sessions are allotted and will be scheduled on DDOE request
- 3. Backend SearchSoft/TopSchoolJobs Integration
  - a. SearchSoft Solutions creates job feed per TopSchoolJobs spec job import spec
  - b. TopSchoolJobs creates integration accounts for Year 1 Rollout Schools. These accounts are scheduled to be distributed no later than April 25,2013.
  - c. Portal jobs are cross-posted from SearchSoft to TopSchoolJobs no later than May 2, 2013
- 4. Marketing plan & asset creation
  - a. Portal job distribution
    - TopSchoolJobs will incorporated portal jobs into organic and paid search engine marketing, optimization and job distribution campaigns (targets include edweek.org, google.com, and Indeed.com at a minimum);
      - Delaware DDOE & LEAs job postings are cross-posted from the Portal to EPE Web properties and syndicated to job aggregators via job feeds.

b.

- c. Banner Ad campaigns
  - TopSchoolJobs will create and run at least 200,000 impressions of 300x250, 728x90, 160x600, and 125x125 banner ads on edweek.org and/or topschooljobs.org, and in e-newsletters, reflecting the design and messaging of the new DDOE website.
  - ii. TopSchoolJobs will create 180x150 banner ads for each participating LEA, directing job seeker traffic to the job postings of each respective LEA.

d. Reporting

- Data fields and collection capacity must align to human capital analytics listed in DE's Race to the Top application and the Recruitment and Talent Management Portal RFP.
- B. Year 2 Maintenance and Additional Rollout (January 31, 2014 January 30, 2015)
  - 1. Website Refresh (if necessary)
    - a. DDOE will complete follow-up portal questionnaire and provide specified deliverables
    - b.TopSchoolJobs will provide a minimum of 100 hours of Web design and development services to add content (text, images, blogs, etc.) to and optimize the portal for search engines. Additional post-launch services are billed at a rate of \$75 per hour.
  - 2. Applicant Tracking System Maintenance and Additional Rollout
    - a. SearchSoft Project manager will meet with DDOE to identify any required system enhancements
    - b. Search Soft Application Specialists will make any changes required. There are no limits to the changes that are made for the districts.
    - c. SearchSoft training will deliver onsite training for new districts (or refresher training for existing) 1 day is allotted for onsite training. Additional onsite training can be acquired on a per day basis for \$1,750. This rate is inclusive of travel expenses.
    - d.SearchSoft trainer will deliver district orientation/training via webinar to any new districts joining the system (TBD)
  - 3. SearchSoft/Topschoojobs Integration of New adopting districts
    - a. TopSchoolJobs creates integration accounts for Year 2 Rollout Schools
    - b. Portal jobs are cross-posted from SearchSoft to TopSchoolJobs
  - 4. Marketing
    - a. 2014 Online Job Fair (Date and Participation TBD)
    - b. Banner Ad campaigns
      - i. TopSchoolJobs will create and/or update and run at least 300,000 impressions of 300x250, 728x90, 160x600, and 125x125 banner ads on edweek.org and/or topschooljobs.org, and in e-newsletters, reflecting the latest design and messaging of the new DDOE website.
      - TopSchoolJobs will create 180x150 banner ads for each additional participating LEA, directing job seeker traffic to the job postings of each respective LEA.
    - c. University Promotion
      - i. SearchSoft to provide project plan and marketing materials for partnership with top education schools on the east coast by 03/01/14
- C. Year 3 Maintenance and Additional Rollout (January 31, 2015 January 30, 2016)

- 1. Website Refresh (if necessary)
  - a. DDOE will complete follow-up portal questionnaire and provide specified deliverables
  - b.TopSchoolJobs will provide a minimum of 100 hours of Web design and development services to add content (text, images, blogs, etc.) to and optimize the portal for search engines. Additional post-launch services are billed at a rate of \$75 per hour.
- 2. Applicant Tracking System Maintenance and Additional Rollout
  - a. SearchSoft Project manager will meet with DDOE to identify any required system enhancements
  - b. Search Soft Application Specialists will make any changes required
  - c. SearchSoft training will deliver onsite training for new districts (or refresher training for existing) 1 day is allotted for onsite training. Additional onsite training can be acquired on a per day basis for \$1,750. This rate is inclusive of travel expenses.
  - d.SearchSoft trainer will deliver district orientation/training via webinar to any new districts joining the system (TBD)
- 3. SearchSoft/Topschoojobs Integration of New adopting districts
- 4. Marketing
  - a. 2014 Online Job Fair (Date and Participation TBD)
  - b. Banner Ad campaigns
    - i. TopSchoolJobs will create and/or update and run at least 400,000 impressions of 300x250, 728x90, 160x600, and 125x125 banner ads on edweek.org and/or topschooljobs.org, and in e-newsletters, reflecting the latest design and messaging of the new DDOE website.
    - ii. TopSchoolJobs will create 180x150 banner ads for new participating LEA, directing job seeker traffic to the job postings of each respective LEA.

# **Appendix B: Payment Schedule and Deliverables**

<u>Payment by the DDOE</u>. DDOE agrees to compensate SearchSoft Solutions, Inc. (SS) a maximum of \$327,350 five (5) years for the services described in this Agreement.

Payment Schedule. Payments will occur under two (2) separate sets of deliverables and SS shall invoice the DDOE according to the following payment schedule:

- 1. Technical Services \$192,850
  - a. On April 25, 2013 Year 1 Payment \$56,370 (Billed on contract execution date. \$44,500 payable May 2, 2013; \$11,870 payable June 2, 2013)
    - i. This payment encompasses the following:
      - 1. Applicant Tracking System Hosting and Enterprise Usage
        - a. Enterprise usage for the DDOE with support and total software maintenance. This license provides for the use of features within the proposed Applicant Tracking System and eFORMS modules.
        - b. Includes all necessary bandwidth allocation, hosting and data management, off site backup services with SSL certificate access.
      - 2. Teacher Portal Hosting and Enterprise Usage
        - a. Hosting of DDOE portal web site including Premier Hosting Services with Amazon EC2
        - Unlimited use of portal by LEAs marketing, job posting and application search services limited to participating LEAs as determined by DDOE
      - 3. Set-Up & Configuration: Standard Setup Package to implement the functionality identified for initial production usage by DDOE. Includes:
        - a. User configuration
        - b. System tailoring no limits on tailoring services
        - c. LEA setup and configuration configuration services provided as required by participating LEAs. No hourly limits on setup and configuration.
        - d. User security configuration
        - e. Integration services between ATS and Topschooljobs
        - f. Any other unspecified setup services. Services will be delivered in a mix of onsite and remote environments.
      - 4. Training Services:
        - a. Two (2) in-person training days will be scheduled for May and June 2013. Date of training will be determined by the clients.
        - b. One (1) in-person follow-up training day. Date of follow-up training will be determined by the client but must occur prior to the end of the first year of the contract.
        - c. Virtual Training Webinars (timing as determined by the client)

- b. On February 1, 2014 Year 2 Payment \$34,120
  - i. This payment encompasses the following:
    - 1. Applicant Tracking System Hosting and Enterprise Usage
      - a. Enterprise usage for the DDOE with support and total software maintenance. This license provides for the use of features within the proposed Applicant Tracking System and eFORMS modules.
      - b. Includes all necessary bandwidth allocation, hosting and data management, off site backup services with SSL certificate access.
    - 2. Ongoing Setup, Configuration, & Maintenance: Ongoing software support and maintenance of ATS including SEA and LEA support.
    - 3. Teacher Portal Hosting including Premier Hosting Services with Amazon EC2 and Maintenance and Enterprise Usage
- c. On February 1, 2015 Year 3 Payment \$34,120
  - i. This payment encompasses the following:
    - 1. Applicant Tracking System Hosting and Enterprise Usage
      - a. Enterprise usage for the DDOE with support and total software maintenance. This license provides for the use of features within the proposed Applicant Tracking System and eFORMS modules.
      - b. Includes all necessary bandwidth allocation, hosting and data management, off site backup services with SSL certificate access.
    - 2. Ongoing Setup, Configuration, & Maintenance: Ongoing software support and maintenance of ATS including SEA and LEA support.
    - 3. Teacher Portal Hosting including Premier Hosting Services with Amazon EC2 and Maintenance and Enterprise Usage
- d. On February 1, 2016 Year 4 Payment \$34,120
  - i. This payment encompasses the following:
    - 1. Applicant Tracking System Hosting and Enterprise Usage
      - a. Enterprise usage for the DDOE with support and total software maintenance. This license provides for the use of features within the proposed Applicant Tracking System and eFORMS modules.
      - b. Includes all necessary bandwidth allocation, hosting and data management, off site backup services with SSL certificate access.
    - 2. Ongoing Setup, Configuration, & Maintenance: Ongoing software support and maintenance of ATS including SEA and LEA support.
    - 3. Teacher Portal Hosting including Premier Hosting Services with Amazon EC2 and Maintenance and Enterprise Usage
- e. On February 1, 2017 Year 5 Payment \$34,120
  - i. This payment encompasses the following:
    - 1. Applicant Tracking System Hosting and Enterprise Usage
      - a. Enterprise usage for the DDOE with support and total software maintenance. This license provides for the use of

- features within the proposed Applicant Tracking System and eFORMS modules.
- b. Includes all necessary bandwidth allocation, hosting and data management, off site backup services with SSL certificate access.
- 2. Ongoing Setup, Configuration, & Maintenance: Ongoing software support and maintenance of ATS including SEA and LEA support.
- 3. Teacher Portal Hosting including Premier Hosting Services with Amazon EC2 and Maintenance and Enterprise Usage

# 2. Marketing Services - \$134,500

- a. On May 2, 2013 Year 1 Payment \$35,500
  - i. This payment encompasses the following:
    - 1. Teacher Portal Design Services: Research, graphic design and other creative services
      - a. Portal questionnaire and marketing strategy
      - b. Portal design
      - c. Content integration
    - 2. Solution Branding and Messaging
    - 3. Teacher Portal Job Distribution
    - 4. Virtual Job Fair with pre- and post-event marketing
    - 5. Banner Ad Campaign
- b. On February 1, 2014 Year 2 Payment \$37,000
  - i. This payment encompasses the following:
    - 1. Branding & Site Updates and Maintenance
      - 2. Teacher Portal Job Distribution & marketing
      - 3. Virtual Job Fair with pre- and post-event marketing
      - 4. Banner Ad Campaign
- c. On February 1, 2015 Year 3 Payment \$42,000
  - i. This payment encompasses the following:
    - 1. Branding & Site Updates and Maintenance
    - 2. Teacher Portal Job Distribution & marketing
    - 3. Virtual Job Fair with pre- and post-event marketing
    - 4. Banner Ad Campaign
- d. On February 1, 2016 Year 4 Payment \$10,000
  - i. This payment encompasses the following:
    - 1. Teacher Portal Job Distribution & marketing
- e. On February 1, 2017 Year 5 Payment \$10,000
  - i. This payment encompasses the following:
    - 1. Teacher Portal Job Distribution & marketing

# REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES TO PROVIDE A STATEWIDE EDUCATOR-SPECIFIC RECRUITMENT WEBSITE & TALENT MANAGEMENT PORTAL FOR ALL EDUCATION-FIELD STAFF ISSUED BY DELAWARE DEPARTMENT OF EDUCATION RFP # DOE 2012-13

## I. Overview

The State of Delaware Department of Education, (DDOE) seeks assistance developing a statewide educator recruitment website and talent management portal to support the staff recruitment and selection efforts of all local education agencies (LEAs) in the State. DDOE seeks a vendor with the capability of building a centralized website and talent management portal that will increase the quantity and quality of applicants for the nearly 1,000 teaching vacancies, 60 administrator vacancies, and scores of other staff vacancies in the education sector throughout the state. (from data reported annually by local districts and charter schools)

This initiative, a new vehicle for the state's talent recruitment efforts, was included as a required strategy in Delaware's 2010 Race to the Top (RTTT) application under Great Teachers and Leaders. All LEAs committed to utilizing the central website/portal for staff recruitment in the 2010-11 revisions of their local RTTT plans (under Objective 5) for 2011-2014. DDOE has established guidelines that govern LEAs required participation in this initiative, which includes the posting of all educator job opportunities on the statewide tool.

This request for proposals ("RFP") is issued pursuant to 29 Del. C. §§ 6981 and 6982.

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

Public Notice

Date: March 1, 2012

Cut-off Date for Questions:

Date: March 12, 2012

Deadline for Receipt of Proposals

Date: March 21, 2012

Notification of Award

Date: April 10, 2012

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



# II. Scope of Services

#### A. Background

In July 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 41 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 highest performing state education system in the country. The State will achieve rapid, significant gains in student achievement through the following overarching strategies:

- Set high standards for college- and career- readiness, and measure progress with high quality assessments and excellent data systems
- Recruit, retain, develop, and support great teachers and leaders who can help all students meet high standards
- Build core capabilities to promote great teaching and leadership
- Accelerate improvements in the State's high-need schools
- Increase state and local capacity to deliver against goals

#### **Great Teachers and Leaders**

As part of its RTTT application, Delaware committed to interconnected strategies that the DDOE believes will increase the supply and demand of effective educators. Key initiatives include:

- Provide high-quality pathways for aspiring teachers and leaders, including alternative route to certification
- Monitor, evaluate, identify and prepare to fill areas of shortage
- Increase the equitable distribution of teachers and principals
- Increase the number and percentage of effective teachers in hard to staff subjects with targeted preparation programs
- Provide incentives to retain effective teachers and principals
- Improve the State's teaching and learning environments, including the marketing and recruitment tools and messaging to aspiring educators

#### B. Overview of services requested

DDOE is issuing this Request for Proposals for vendors to design, maintain and promote a centralized recruitment website and talent management portal for all Delaware local education agencies (LEAs) to recruit applicants for vacancies. The State plans to devote a portion of its financial allocation in its Race to the Top grant to support this portal through 2014, with the continued funding based upon the efficacy of the vendor in making this vehicle a premier tool that is widely-used throughout the state.

The desired service is further described below:

The State seeks a vendor to provide a well-designed, applicant-friendly state website and user-friendly, operationally sound web-based talent management portal that will enable DDOE and all Delaware districts and charter schools to post and monitor vacancies for all open positions in public education in the State (e.g. instructional and non-instructional). A critical element of the portal shall be its ability to provide real-time data on vacancies with the ability to filter through applicants for those vacancies. DDOE and the LEAs expect greater recruitment, selection, and candidate tracking functionalities than currently available.

In addition to enhancing the state's recruitment capabilities for local education agencies (LEAs), the portal will also provide a central web-based location for interested individuals to learn about and apply for open positions in public education throughout the state. DDOE envisions that one of the major benefits to both employers and perspective candidates will be the ability to use the technical capability to match qualified candidates to specific positions. Additionally, DDOE plans to work with LEAs to use real-time and longitudinal reports from the portal to improve forecasting and succession planning.

Given the centralized website and portal's importance to DDOE's overall Great Teachers and Leaders pillar, the DDOE will monitor the use and effectiveness of the portal closely, expecting real-time customer service from any selected partner. Additionally, DDOE anticipates needing additional/enhanced customer service during the first 8-12 months of this engagement, with significant time invested in customizing the statewide portal to the individual specifications of the state's LEAs (customizable application, e.g.)

Professional services providers applying for the RFP should therefore have a proven track record of conducting recruitment/marketing campaigns, designing websites for optimal marketing draw and user-friendliness, and in building the technical systems that constitute a high-functioning talent management portal. This should include both technical infrastructure and recruitment/marketing capabilities to prospective applicants, thereby increasing the quantity and quality of the overall pool.

Elements of this portal should include (but are not limited to):

- Secure identity-based access for DDOE leadership, LEA staff and prospective applicants
- Design, branding and marketing savvy that will draw candidates to the site and send key state messages (which should also include some type of active recruitment provided by the vendor)
- Common application capabilities with the versatility to customize applications for LEA needs
- Ability to activate and de-activate positions as they are open/filled, with the functionality to collect date in real-time

- Ability to activate and deactivate applicant profiles on the user and applicant side
- Ability to interface with <a href="www.teach.gov">www.teach.gov</a> and other related websites/web portals through sharing flat files of openings, etc.
- Ability to interface with other key sources of state data such as the state licensure and certification system (DEEDS)
- Capability to innovate in recruitment/selection practices by integrating additional candidate screening tools that can be managed at the state or local level. (should include the ability to narrow the applicant pool based upon applicant quality)
- Ability to provide additional customization to DDOE or the state's LEAs who may request additional capabilities beyond those supported by DDOE
- Ability to provide real-time and longitudinal data reports on talent management efforts (recruitment, selection, and hire data, notably)

DDOE is committed to providing and supporting a statewide recruitment website and talent management portal with the core features described above. Through RTTT, the DDOE has set the expectation that all LEAs post all vacancies on the statewide portal. LEAs may still engage with the selected vendor or other vendors to provide additional electronic recruitment services at cost to the LEA.

#### C. Duration of contract

This contract may be awarded to, or split among, multiple vendors. The contract will be approximately 24 months. DDOE will conduct a detailed analysis Spring 2014 to determine whether or not to continue, on a bi-annual basis, with selected vendor(s) on this initiative.

# III. Required Information

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

#### A. Minimum Requirements

1. Delaware business license:

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

2. Professional liability insurance:

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

#### IV. Professional Services RFP Administrative Information

#### A. RFP ISSUANCE

#### 1. Obtaining Copies of the RFP

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

#### 2. Public Notice

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

#### 3. Assistance to Vendors with a Disability

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

#### 4. RFP Designated Contact

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

Christopher N. Ruszkowski Delaware Department of Education 401 Federal Street, Suite #2 Dover, DE 19901-3639 <u>cruszkowski@doe.k12.de.us</u>

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

#### 5. Consultants and Legal Counsel

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

#### 6. Contact with State Employees

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

## 7. Organizations Ineligible to Bid

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

#### 8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contractor subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes:
- d. Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

#### **B. RFP SUBMISSIONS**

#### 1. Acknowledgement of Understanding of Terms

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

## 2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 12 paper copies and six electronic copies on CD.

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

- Narrative limited to 20 pages maximum;
- Typewritten;
- Line spacing of 1.5 minimum;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than 3:00 PM local time on Wednesday, March 21, 2012. The outside of the proposal package must be clearly labeled "RFP # DOE – 2012-13 – Statewide Recruitment Website & Talent Management Portal." The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 3:00 PM local time on <u>Wednesday</u>, <u>March 21</u>, 2012. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission

to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

## 3. Proposal Modifications

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

#### 4. Proposal Costs and Expenses

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

# 5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **June 30, 2012**. The DDOE reserves the right to ask for an extension of time if needed.

#### 6. Late Proposals

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

#### 7. Proposal Opening

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

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

#### 8. Non-Conforming Proposals

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

#### 9. Concise Proposals

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

#### 10. Realistic Proposals

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

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

# 11. Confidentiality of Documents

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

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

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

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

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

Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "**prime contractor**". The "**prime contractor**" must be the joint venture's contact point for DDOE and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities

of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by DDOE, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

# a. Primary Vendor

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

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

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

#### b. Sub-Contracting

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

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

#### c. Multiple Proposals

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

#### 13. Sub-Contracting

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

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

# 14. Discrepancies and Omissions

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

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

#### a. RFP Question and Answer Process

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

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

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **Monday, March 12, 2012.**Questions received after that time will not be considered. A copy of the questions and answers will be posted on http://bids.delaware.gov

# 15. State's Right to Reject Proposals

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

## 16. State's Right to Cancel Solicitation

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

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

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

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

#### 18. Notification of Withdrawal of Proposal

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

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

#### 19. Revisions to the RFP

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

#### 20. Exceptions to the RFP

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

# 21. Award of Contract

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

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

#### a. RFP Award Notifications

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

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

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

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

#### C. RFP EVALUATION PROCESS

An evaluation team composed of representatives from DDOE and the state's LEAs will evaluate proposals on a variety of criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

#### 1. Proposal Evaluation Team

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

#### 2. Proposal Selection Criteria

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

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

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

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

The Team reserves the right to:

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

# a. Criteria Weight

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

Criteria Control Contr	Weight
Evidence of technical capability (portal-related)	25
Evidence of marketing/recruitment capability (web-related)	20
Customer Service/Customization Capacity for Delaware	15
Evidence of track-record/expertise in similar engagements	15
Overall Quality of Program Narrative/Project Plan	15
Budget Narrative, Cost-Effectiveness, and Revenue Model	10
Total	100

# 3. Proposal Clarification

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

#### 4. References

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

#### 5. Oral Presentations

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

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

#### D. Contract Terms and Conditions

#### 1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for approximately <u>two</u> years with <u>two</u> possible extensions for a period of <u>two</u> years 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.

#### 2. Collusion or Fraud

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

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

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

# 3. Lobbying and Gratuities

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

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

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

# 4. Solicitation of State Employees

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

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

#### 5. General Contract Terms

# a. Independent contractors

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

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

# b. Non-Appropriation

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

#### c. Licenses and Permits

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

Prior to receiving an award, the successful vendor shall either furnish DDOE with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200—Public Service, (302) 577-8205—Licensing Department.

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

#### d. Notice

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

Emily Falcon 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
1	b.	Professional Liability/Misc. Error &	\$1,000,000/\$3,000,000
		Omissions/Product Liability	

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

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

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

# g. Performance Requirements

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

# h. Warranty

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

# i. Costs and Payment Schedules

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

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

# j. Penalties

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

#### k. Termination for Cause

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

#### 1. Termination for Convenience

DDOE may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of DDOE, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to DDOE. If the contract is terminated by DDOE as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above

payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

#### m. Non-discrimination

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

# n. Covenant against Contingent Fees

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

#### o. Vendor Activity

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

#### p. Work Product

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

# q. Contract Documents

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

#### r. Applicable Law

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

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

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

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

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

# s. Scope of Agreement

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

#### t. Other General Conditions

- 1) **Current Version** "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2) Current Manufacture Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
- 3) Volumes and Quantities Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
- 4) **Prior Use** DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by DDOE.

- 5) Status Reporting The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
- 6) **Regulations** All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- 7) Changes No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of DDOE.
- 8) Additional Terms and Conditions DDOE reserves the right to add terms and conditions during the contract negotiations.

# u. Technology Standards

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

#### E. RFP MISCELLANEOUS INFORMATION

# 1. No Press Releases or Public Disclosure

Vendors may not release any information about this RFP. DDOE reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to DDOE with regard to any project or

contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of DDOE.

# 2. RFP Reference Library

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

# 3. Definitions of Requirements

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

# 4. Production Environment Requirements

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

# 5. Office of Minority and Women Business Enterprise

Minority and women business enterprises are encouraged to visit <a href="http://gss.omb.delaware.gov/omwbe/index.shtml">http://gss.omb.delaware.gov/omwbe/index.shtml</a>



# Professional Services to Provide a Statewide Educator-Specific Recruitment Website & Talent Management Portal for All Education Field Staff



Delaware Department of Education

# RFP Number DOE 2012-13 Copy

Proposal Due: March 21, 2012

Proposed by:
SearchSoft Solutions, Inc.
47 South Meridian Street, Suite 307
Indianapolis, Indiana 46204





# Letter of Transmittal

March 21, 2012

Christopher N. Ruszkowski

Delaware Department of Education

401 Federal Street, Suite #2

Dover, Delaware 19901-3639

#### Dear Mr. Ruszkowski:

SearchSoft Solutions as prime contractor is pleased to submit this proposal in response to the requirements for the "RFP #DOE 2012-13." To satisfy the requirements of the Delaware Department of Education, we propose a proven K-12 statewide recruitment solution readily tailorable to meet the state's diverse business requirements and rapid operational implementation date.

Since 1997, SearchSoft Solutions has proven itself as a valuable partner to school districts and state education authorities, helping them improve the effectiveness and efficiency of the K-12 hiring process. In this document, we describe how SearchSoft will leverage its superior technology, unmatched level of client service, and extensive K-12 experience to deliver a state-wide Recruiting Management Solution that meets the needs of both the Delaware Department of Education as well as the many local education agencies that the department serves.

The SearchSoft centralized recruitment websites and talent management portals implemented at the Alabama State Department of Education and the Ohio Department of Education enable these organizations to have a greater positive impact on the how their districts recruit and hire teachers. By promoting technology used to improve K-12 hiring processes, these departments of

education are helping their districts maximize their attention on the high-value activities such as recruiting, qualifying and interviewing. This proposal will detail how SearchSoft and our non-profit subcontractor Editorial Projects in Education Incorporated (the publisher of *Education Week*) plan to provide the Delaware Department of Education with these same tools, but in a manner that is specifically tailored to their needs as expressed in this RFP.

We encourage you to contact all of these DOE clients to discuss their experiences and level of satisfaction with SearchSoft, especially regarding recruiting impact, superior support via our customer service department, and their on-time and on-budget implementation process.

We are fully compliant with all requirements (no exceptions) stated within your RFP #DOE 2012-13. SearchSoft will not permit any activity related to this proposal contract to take place outside of the United States of America. SearchSoft has filed an application to obtain the proper business license for Delaware. Our insurance certificate is attached for your review.

We appreciate the opportunity to propose our solution to assist you in this important project. If entrusted with the responsibility, SearchSoft will devote the attention and energy necessary to deliver a high quality, cost-effective solution that meets the needs of the Delaware Department of Education.

Sincerely yours,

Sanford Cohen

Regional Manager of Business Development

The SearchSoft Solutions proposes to the Delaware Department of Education (DDOE) the establishment of a genuine partnership. Bearing in mind our considerable experience with K-12 school districts, educational consortiums, and fellow state departments of education, we will provide DDOE with a proven solution that will be tailored initially and perpetually updated during the years of our partnership. The primary purpose of this partnership is to establish for the school districts of Delaware a centralized database of teachers, administrators, and K-12 personnel prequalified as effective candidates to educate Delaware's children and fulfill the DDOE mission statement.

Teacher quality is a key factor in the continuous growth and achievement of children. Our clients have realized and benefited from the system's sophisticated search engine that identifies the highest qualified teacher and educator candidates for immediate consideration – thus expediting their hiring. The robust capabilities of the SearchSoft program – which will automatically match then notify the school district recruiter that a Highly Qualified Teacher has applied for their posted vacancy – allows for immediate action with respect to the candidate. Since the SearchSoft program can automatically screen, qualify, and categorize each candidate, this email notification accelerates the school district's interview process and decision to offer.

SearchSoft Solutions' primary product, the Applicant Tracking System (ATS), was designed specifically to provide a solution for the job application receipt and tracking needs of K-12 school districts. Customers have been using the software product since 1996, and during that time the product has undergone constant refinement (we are now in our fifth version). Currently, the ATS provides a highly scalable, secure, Internet-enabled hiring solution, including online job posting workflow, job fair & university eRecruiting, applicant tracking, DE NCLB HQT evaluation, applicant job status notification, qualification screening (including

preferred/minimum qualifications), automated references/work verification, proactive marketing, email blasts, and many other critical pre-hire features.

The proposed statewide educator website and talent management portal will leverage the same proven technology that has made the ATS the most widely utilized hiring solution in the K-12 market. The implementation of the DDOE website solution (we will refer to it as **TeachDelaware**) ensures that applicants have a positive recruitment experience, enables candidates to access and modify their information and apply on-line **24 by 7 by 365**, empowers school district recruiters to effectively manage the recruitment process on their own schedule, and gives the DDOE recruiting team the ability to realistically accomplish its recruitment and staffing mission in less time.

How do we leverage the power of the internet to attract applicants? We will work with DDOE to position the "TeachDelaware" website so that TopSchool - Jobs.com and other popular search engines such as Google, Bing, and Yahoo will quickly direct an applicant seeking employment in Delaware immediately to the stat's job page. Once there, candidates can browse jobs, review district information or apply for an opening. In addition, DDOE recruiters will have a Remote Recruiter Module on their laptop for use at job fairs and university visits to capture pertinent information about potential applicants.

**What is delivered?** We create a web presence, online recruiting tools, candidate portal including job board, and a highly-searchable pool of candidates to staff Delaware's classrooms and schools. This solution is for the **exclusive use and ownership of DDOE** and its districts and unlike with some other solutions, this data is **NOT** sold or provided to other states or entities without express prior permission being granted by DDOE.

What makes SearchSoft unique? Unlike other solutions, we promote the Delaware Department of Education brand, not our own. Additionally, SearchSoft is the only partner that has successfully integrated the NCLB rubric that pre-qualifies a teaching candidate as "Highly Qualified" for specified subject matter within an online application.

**When will we implement?** SearchSoft has proposed an aggressive implementation schedule designed to enable your DOE and districts to take advantage of this service for the coming hiring season.

Can we expand the solution? Absolutely, Yes! SearchSoft is willing to interface with other sources to meet your needs (including DEEDS and www.teach.gov).

One item to note, every LEA will be able to save significant budget dollars since our solution replaces all locally implemented Applicant Tracking Systems!

Using alternative certification sources like Troops to Teachers and VIF, DDOE can open new doors of opportunity by gaining access to a pool of experienced candidates seeking a second career in education and qualified foreign teachers.

How does this solution help districts find the best candidates? Initially, SearchSoft's powerful yet easy to use search engine enables recruiters from every district the ability to quickly identify specific qualified candidates. Additionally the system can be easily configured by a recruiter so that it will send an email to them with the results of a custom search. For example, the system can send the recruiter an email if a Spanish-speaking secondary math candidate applies to the district. This feature is powerful for minimizing the response time of the recruiters. Finally, TeachDelaware delivers powerful mass email functionality to the recruiters. With only a few key-strokes, the system is

capable of notifying literally hundreds of candidates of a new vacancy that matches their interests. This email feature helps maximize the value of the database to the recruiters by improving the validity of the candidate data.

#### The SearchSoft Difference

This proposal provides you with an overview of our understanding of the recruiting and hiring challenges, our approach towards the system design and implementation, our team and our experience. We recognize the importance of this project to DDOE, Delaware's LEAs, and the communities they serve.

Our team is committed to this effort and we will put our reputation to work on your behalf. The challenge of this opportunity is not to merely implement the TeachDelaware solution tailored to your exact business requirements, but to establish a strategic partnership between us. We are the best business partner to help DDOE find the most cost effective solution and fulfill your vision because of our:

# Experience

SearchSoft has worked with districts, service agencies, and departments of education in for over a decade. By placing the emphasis on the needs of the client, we have proven effective in diverse environments including: small, large, urban, complex, high candidate volume, and many more.

# **Experience with Departments of Education**

SearchSoft has worked with several departments of education in the past.

Each of these projects resulted in customized technical solutions.

Although different, these projects were all highly successful because

SearchSoft placed the focus on the needs of each new organization.

# **Knowledge in Education**

SearchSoft is dedicated exclusively to K-12. Our services were initially designed and continue to be tailored to meet the needs of the school district recruiting and hiring process. There are no private-sector projects that can distract us from our main focus - the HR needs of school districts.

# **Technological Leadership**

SearchSoft delivers solutions that employ web-based technologies. Not only does this maximize compatibility for the user, but this philosophy also decreases deployment headaches for the technology departments of the DOE and its districts, making this the best solution for all involved.

#### Commitment

Each member of SearchSoft/Editorial Projects in Education team is committed to delivering the highest quality of service in the industry. Meeting the needs of our customers is our top priority.

At SearchSoft, we are driven to provide the Delaware Department of Education with a robust TeachDelaware portal that meets, and in many cases exceeds, the requirements of this request for proposal. We offer our commitment to DDOE to fully meet your goals and objectives. Furthermore, we will devote considerable attention and resources to improving the technology and services we provide. In closing, by selecting SearchSoft Solutions as your partner, we guarantee that you will succeed in this endeavor.

# Career Center Recruitment and Marketing Portfolio

SearchSoft believes that teacher quality is a vital factor in improving student achievement. We therefore feel that it is imperative that Delaware and its school districts recruit, hire, develop, and retain the best teachers to ensure that all children are provided with a superior education. SearchSoft will provide a marketing campaign that engages the educational community across Delaware with both established and innovative recruiting programs.

Please see attachment A for our subcontractor's marketing plan. In addition, SearchSoft will also be advocating these additional marketing programs:

# **Email Campaigns/Proactive Marketing**

SearchSoft will devote resources to direct marketing approach will involve separate email campaigns. These campaigns will be designed to target specific candidates with enhanced communications to drive interest.

# **External Partnerships**

SearchSoft believes that Delaware can benefit from external partnerships, such as:

- 1) **Teach for America** (TFA) is the national corps of outstanding recent college graduates and professionals of all academic majors and career interests who commit two years to teach in urban and rural public schools and become leaders in the effort to expand educational opportunity.
- 2) Troops to Teachers is a U.S. Department of Education and Department of Defense program that helps eligible military personnel begin a new career as teachers in public schools where their skills, knowledge and experience are most needed.

- 3) Visiting International Faculty (VIF) helps K-12 schools build the 21st-century skills necessary for students to succeed in the global marketplace. As J-1 exchange teachers, VIF educators are uniquely positioned to bring a global mindset to the classroom, providing meaningful and memorable international education opportunities that influence the viewpoints of generations of students at home and abroad.
- 4) **New Leaders for New Schools -** provides intensive instruction, hands-on experience, and ongoing support to create a pathway for current and former educators to become outstanding principals who achieve dramatic results in urban public schools.

SearchSoft will work with these and other external partnerships to form joint marketing ventures. An example is to provide exports from the Candidate Database of Job Postings to these organizations to publish on their web sites. Another is to provide them with acknowledgement on the TeachDelaware web site as preferred partners, allowing descriptions where interested candidates can learn more about the value these organizations bring to the K-12 education sector.

# Building the "Brand" of a Career in Teaching

SearchSoft will work with Delaware DOE to understand the theme (branding) that will most appeal to a broad audience of prospective teaching candidates. SearchSoft will work to tailor the theme to utilize it in all seminars, seminar signage, webinars, posters, website sections, correspondence, advertisements, web banner ads, etc. Additionally, by leveraging the recent popularity of social networking sites, SearchSoft will pursue a grass-roots approach to improving the "brand" of the teaching profession. This effort will commence with the TeachDelaware portal advocating why Delaware, specifically designed to answer candidate inquiries while furthering their interest to work in K-12.

Our recommendation is to develop a marketing plan that promotes the positive aspects of the teaching profession. Since teacher quality is the important subject that touches every aspect of our children's' lives from their vocation to citizenry, it is essential to find and recruit the best talent. If we can influence people about the teaching profession in Delaware, then we can attract the very best. In promoting the image of teachers, you reach out to numerous targeted talent segments: home grown students, professionals, military retirees, stay at home parents, career changers from the private sector, retirees, international faculty, etc.

# Career Changers

One key source of potential candidates is career professionals, from accountants to engineers, from biologists to translators, who are interested pursuing a teaching career. One organization that specializes in converting career changers is the American Board for Certification of Teacher Excellence (ABCTE), a non-partisan non-profit 501(c)3 organization dedicated to recruiting, preparing, certifying and supporting teachers.

In Florida and other states, ABCTE through their certification program provides non-teaching professionals an opportunity to change careers and become teachers. ABCTE understands the challenges a career change has when pursuing a teaching license and achieving certification.

#### Virtual Teacher Job Fairs in Delaware

One way to attract and register teacher candidates is online with a virtual job fair. In today's economy, organizing a career fair without the cost and hassle of a physical venue can save school districts on their ever tightening recruiting budgets. A virtual teacher career fair, commencing in early January, can foster

interest while engaging candidates worldwide about the value of teaching in Delaware.

SearchSoft could optionally provide this as a hosted service – with the candidate only needing a browser to access. Once registered to participate in the virtual teacher career fair, the candidates may browse the portal exhibits as offered by Delaware DOE or individual school districts. When a candidate clicks on a map of Delaware, they would be able to see teaching and administrative positions, a summary of each position, and specific information about that region of Delaware and the individual district. One important aspect is that this virtual teaching career fair can be interactive, with recruiters at specific Delaware districts posting when they will be on-line to chat about their district.

One interesting aspect is that SearchSoft believes that this virtual teacher career fair can be self-funded via collaborative business partners. Local companies such as real estate firms, apartment complexes, automobile dealerships, mobile communications, and others could be sold banner and listing space to alert the candidates to services in their new location. Additionally, other Delaware state services can be provided links (for example, Parks and Recreation) to provide information about culture and lifestyle.

Teaching candidates can use the virtual teacher job fair to explore, without incurring the cost of travel, the benefits of teaching in Delaware. The real goal of the virtual teacher career job fair is to commence building the candidate relationship early in the hiring cycle – giving Delaware's districts an edge on competing out-of-state districts and private industry.

The benefits of Virtual Job Fairs include:

- Cost-effective alternative to in-person events for both districts and candidates
- ✓ Reach more potential candidates through the convenience of online
- ✓ Interact via this innovative approach to pre-screening
- ✓ Self-funded strictly via the commercial advertising route

# **Summary**

Our marketing plan (please read attachment A to understand all aspects of our Delaware specific marketing plan) is designed to develop and implement strategies that will attract new teaching candidates. Today's recruitment of new teachers and administrators must have both traditional elements and "outside the box" thinking. The marketing concepts discussed here are straightforward, proven methods that will build branding. The emphasis will be to drive candidates to the TeachDelaware website where they will be exposed to the information they require.

# Market TeachDelaware Recruitment Campaign via the Talent Management Portal

# Using the Portal for Recruiting Within

Across the United States, the elementary education candidate pool far exceeds the hiring demands of the nation's schools. With the TeachDelaware, DDOE can locate available teachers with elementary certification who may also possess minors or additional majors in math, science, or other shortage field. Once these candidates are located, the DOE and districts can actively recruit these existing teachers into alternative opportunities than they had originally planned to pursue. For these candidates, the additional coursework required to achieve an additional certification is significantly less than a candidate looking to make a career changes out of the private sector.

This same approach can be replicated for candidates in other certification areas where there is a surplus of qualified candidates (Social Studies, Physical Education, etc.) The SearchSoft Candidate database can be mined for these "hidden gems" and the Electronic Correspondence module can be used to attract their interest.

# Using the Portal for Promoting the Teacher Profession

By publicly and repeatedly placing the emphasis on the positive aspects of teaching – as a rewarding career – SearchSoft can help DDOE widen the pool of teaching candidates. SearchSoft is prepared to create awareness in education by:

 Composing articles with Education Week to get the message out on the positive attributes of teaching, and highlight in these communications special messages to recruit in critical shortage areas, such as special education and rural Delaware schools

- Featuring a section of the website with testimony videos
- Placing a TeachDelaware poster in all college career centers across
   Delaware one electronic application to contend for K-12 positions
   statewide (see Figure 1 Ohio DOE poster)
- Having signage at job fairs and conference, along with email
   material advocating the ease of applying at TeachDelaware
- Developing and publishing a clear list of teacher competencies to allow career changers to understand what makes an effective teacher
- Reaching out to high school students to encourage them to pursue a career in teaching
- Marketing to organizations that focus on career development for minorities
- Creating a Facebook page to promote 'Why I Teach in Delaware" (social networking site)
- Network with Teach for America, Reach to Teach, Troops to Teachers, and other programs
- Formally requesting that other organizations that have a surplus of applications allow us to contact them for prospective candidates
- Publishing articles and having a section of the TeachDelaware website focused on career changers
- Having each LEA have their own page on the portal to emphasize the value of working and living in their Delaware community (see Figure 2)
- Networking with recruiters across Delaware to understand regional impacts on their school systems
- Establishing a "Response Team" concept to contact districts where teacher layoffs are occurring and proactive recruit these teachers

In getting the message out, SearchSoft can target career changers especially in critical areas, retirees seeking an "encore career," - overflow applicants (yes, some school districts have their own Applicant Tracking System and a surplus of candidates that can be shared with neighboring districts), young parents on extended leave, etc. The pool of talent exists – we now need to establish effective communication methods in order to expand the talent pool in Delaware.

The key in our approach is aligning our recruiting message to be consistent with Delaware DOE goals. SearchSoft wants to ensure a coordinated, common theme in all of our branding so we set clear expectations for the candidates. This uniformity of message is the basic underlying theme in our ability to communicate. Once Delaware DOE agrees to our theme and copy, then we will execute the above mentioned points of candidate contact.

# SearchSoft K-12 Industry Experience

Another key element is the information gained nationwide by SearchSoft. Since we exclusively focus on the K-12 market with over seventeen hundred school districts as clients nationwide, networking our clients and attending numerous conferences in education (for example, ASPA) provides us with considerable information that evolve into productive practices.

This is the valuable intangible that SearchSoft brings to a partnership with Delaware DOE. Our focus exclusively in education can assist Delaware DOE solve the issues of critical teacher shortage. Since we operate nationwide, our experiences including consulting and networking creates "awareness" you can avail yourselves of through our partnership.



Figure 1 Ohio DOE Poster that identifies URL for all candidates to use a single electronic application to be considered by every school district across Ohio

# Baker County

Baker County is a small rural county located 30 miles west of Jacksonwille. This beautiful area is neetled in the heart of Floride's west natural resources, where nature provides a wealth of class fun for approximately 23,000 rasidents.

Olluter Battlefield, a state historic site located in Baker County, is a memorial to the major engagement of the Civil War in Florida.

Baker Countians like to brag about living in the bast of both worlds, which means related private living in a well-ordered, forward-thinking community and access to metro life within 30 miles. Baker County is a thriving progressive county with an eace ellent school system, updated medical services, an abundance of recreational facilities, a variety of churches offering almost all denominations, and a knowledgeable business community.

Our educational leadars, teachers, and non-instructional employees are dedicated to providing a safe, quality education to our students. We have excepted in our county which have instructional programs that promote the individual growth and success of our students.

The support we receive from our businesses and community greatly enhances our system. Perental involvement is succuraged in our district and significantly promotes our students' success.

# **Bradford County**

Bradford County, locally known for the "sweetest strewberries this side of heaven," is a sural area with a strong sense of community. Bradford County provides a small town atmosphere with easy urban access. Jacksonville is located 45 miles north of Starke, and Geinewille is 26 miles wouth.

The focus of our system is to provide curricula that embrace academics, athletics and the arts, thus enabling our students to attain the highest levels of achievement. Our students exit our system prepared either to join the workforce or opt for additional adocation either in higher education or vocational training. Our goal is for them to be productive members of society.

Community support for education is enthusiartic. The local basinesses graciously support needs. Our aducation system is truly a community partnership.

# Columbia County

Nestled in the heart of north central Florida, Columbia County offers an ideal bland of tropical weather with more northern scenery.

Set in a gently rolling landscape, Columbia County features many rivers, creeks, ponds and lakes.

Interestates 10 and 75 provide easy access from anywhere; north, south, east or west.

Central to the area's economy is the Columbia County School System, the largest community employer, with each employee playing a vital role in providing quality education.

Our schools remain the roain emphasis for our community. There are 13 school sites within the Columbia County School System in grades PreK-12. There are eight elementary schools, two middle schools, and two high schools, including Fort White High, which has grades 6-12. Additionally, the Challenge Learning Center is our alternative education site for grades 6-12. Evening and adult classes are available to those wishing to advance their educational levels. All schools or maintain high scholastic and academic standards and are accredited by The Southern Association of Colleges and Schools.



Figure 2 The TeachDelaware Portal will allow every LEA to insert specific marketing information to abet their efforts to attract teachers and educators to work to their area

# **Technical Approach to Project**

Finding qualified individuals to match the diverse needs of a school district community is an ongoing challenge. Consequently, school districts across the country have come under increasing pressure to utilize technology including internet to attract qualified applicants to fill positions at their school district. The SearchSoft TeachDelaware provides an online application with embedded NCLB Highly Qualified Worksheet, Vacancy Management, and candidate identification tools which are tailored to meet the exact requirements and goals of the Delaware Department of Education. As a robust software product, TeachDelaware has both the functionality and the performance for recruiters to easily navigate the applicant pool, search on their exact criteria, review an application with attachments, comment on it, score it, and use workflow to automatically create a candidate pool for that job posting. All applicant information is available 24 hours per day by 7 days per week to the candidate, Delaware school district recruiter, and any DDOE employee with the proper passwords and usage permissions. In actuality, TeachDelaware offers 'time of the essence' processing to ensure the DDOE hires the best candidates.

# Web Interfaces

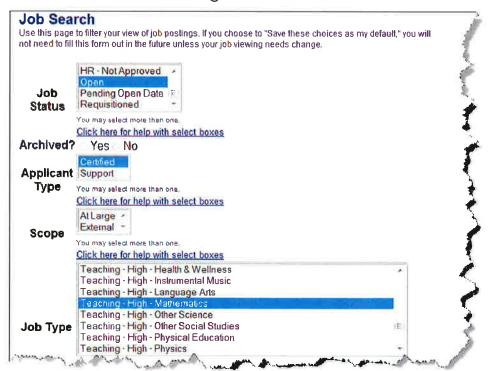
SearchSoft will design the TeachDelaware web site to promote DDOE and its districts. Beyond just a space to include the name of the state, this solution will have an original TeachDelaware branding. Our preference is for the DDOE logo and the TeachDelaware name to be prominently displayed at the top of every page of the website and job board. The website can be viewed by anyone with a web browser. However access to the site's candidate database is via user name and secured password with all information encrypted.

The web site will contain all information as requested by DDOE. The web site will serve as a portal not only to the job board and eApplication, but also

information pertaining to licensure, financial assistance, marketing, and other pertinent information. In full accordance with the RFP, all school districts and schools across Delaware will receive named user licenses for both administrative and recruiters. Each recruiter will have full authority to perform all of the activities under security control.

# SearchSoft features

- Job Posting eFORMS with workflow this module designed for the effective posting and management of available jobs. Jobs can be posted and managed on an ongoing basis by the school district's recruiter, and are made available to candidates for review.
- Job Posting Template Library provides comprehensive library of job postings
- Job Boards for Instructional, Noninstructional, Administrative,
   Paraprofessionals, Coaching, and Substitutes (each job board has its own unique eApplication)
- Quick Job Search Engine for Candidates



- Job Posting Workflows allowing for either a centralized posting (where a head of recruiting modifies and approves each job posting) or a decentralized approval
- Automated emails to candidates when a new job of interest is posted
- Automated Determination of Highly Qualified Teacher Status
- Document Attachments (transcripts, etc.)
- Audit trails and multiple levels of security

# Human Resource Information System (HRIS) Export

This module allows for the export of applicant data to ERP/HRIS/PAYROLL. Export functions allow the user to select from a variety of pre-determined data formats to simplify data transfer. The DDOE has the authority to specify the format (.csv or .xml) of the data as well as the data elements contained within. Optionally, SearchSoft can provide an individual district with an export that is customized to meet the formatting and/or data element needs of that organization (for example, to eliminate the need to data entry a new hire into their payroll system).

# Reporting

In today's information intensive environment, every school district has needs for special reports. At SearchSoft, we offer reports in two manners: ad hoc and tailored.

Included within the TeachDelaware solution are all the databases necessary to handle the massive amounts of information. These databases can be accessed with TeachDelaware search engine or Import/Export. TeachDelaware empowers HR with the ability to develop standard reports or create ad-hoc reports for your unanticipated "spur of the moment" reporting needs. What makes the TeachDelaware Exporter unique is that it works with any ODBC database.

# Report: Highly Qualified Applicant Pool from Teach-In-Alabama

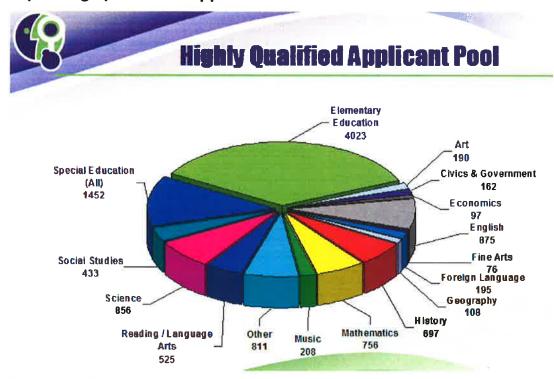


Figure 3 SearchSoft collects data in real-time - and we will provide reports on talent management efforts

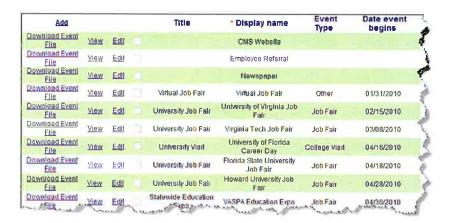
# eRecruiting and Job Fair Module

This module allows DDOE recruiters to enlist candidates on a laptop at a job fair or college interview. The candidates complete a simple short application eFORM with DDOE specified fields on your laptop (in lieu of the old 3 by 5 cards), which are uploaded into a Microsoft SQL database (in lieu of having to data entry). If the recruiter has the opportunity to meet and speak with the candidate, interview notes and scores can be included with the electronic record. If delegation to hire at the job fair or college interview is appropriate, then this permission can be provided here.

# Recruitment Activities Tracking & Reporting

The TeachDelaware offers the school district the ability to record relevant recruitment activities. The school district can then link candidate data to the

system's hiring and recruitment data. This linkage enables the school district to run reports to analyze the effectiveness of recruitment activities. These reports include time to hire, time to fill, cost per hire, cost per event, etc.



In summary, the eRecruiting module is an important element in automatically capturing candidate information to commence the "proactive" recruitment process. Electronic mail messages generated from the data acquired by eRecruiting into the TeachDelaware database encourages Job Fair and University interested parties to become a candidate for a teaching position at your school district.

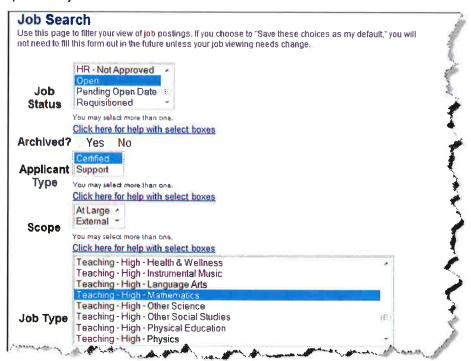
### Job Seeker Membership and Core Functionality

The TeachDelaware is technically superior to other systems because it leverages the functionality of SearchSoft's market-leading Applicant Tracking System. The experience gained by SearchSoft over the years of working with hundreds of districts and literally millions of candidates has helped us create a tool that is user-friendly, yet powerful for the job seeker. Through the TeachDelaware web site, we will not only deliver information about Delaware districts, certification requirements, teacher preparation programs, and other valuable services, but we will also deliver a technical tool that makes it easier for a qualified candidate to find a job.

### Search Job Postings

The TeachDelaware provides candidates the ability to search for positions that match their areas of interest. The Job Search and Job Board features enable the candidate to locate a vacancy by subject area, grade level, or location. The job seekers can then easily complete the application and finally apply to the desired job. For candidates that have already registered their application profile, they need only to log back in to the TeachDelaware to attach their profile to a desired posting. This simplifies the process of applying for multiple positions and increases the satisfaction of the candidate.

The candidates have easy access to a Job Search engine if they want to locate specific jobs of interest.



The example on the following page is a SearchSoft job board for a consortium of districts in Texas.

### Manage a Personal Profile

The candidate has tremendous latitude when they are entering their information into the SearchSoft TeachDelaware eApplication. Some of the latitude a candidate has includes:

- ✓ The ability to become a "Registered User" on TeachDelaware
- ✓ The ability to become a "Non-registered User" on TeachDelaware in order to search job postings by various job boards or preview eApplications
- ✓ The ability to update and modify the eApplication at anytime
- ✓ The ability to keep the eApplication private (not giving permission for the district to view at this juncture)
- ✓ The ability to save the eApplication and complete at a later date
- ✓ The ability to submit attachments by scanning or browsing.
- ✓ The ability to have multiple active cover letters and resumes and
  designate them to a specific job posting
- ✓ The ability to allow a surrogate to enter data to comply with ADA requirements (surrogate must provide name and Social Security number)
- ✓ The ability to enter 1 to n information (unlimited information) by
  selecting the "Add" button
- ✓ The ability to use information in pull down menus or code driven tables
  or override the use by selecting "other" and then entering the data
- ✓ The ability to use the eApplication to apply for one or multiple jobs for consideration.

### **eApplication Form**

With the SearchSoft TeachDelaware web-based Applicant interface, the application process is simplified and streamlined for not only the applicant but

also for Delaware's recruiters. HR staffing resources are freed to concentrate on more cost efficient tasks such as requirements, verification, and qualification by not having to cope with the mundane clerical tasks associated with paper files and their distribution.

### Electronically Apply For Jobs

An applicant applies to the new eApplication on any Internet standard web browser. The applicant can apply for one or as many positions as the applicant desires. A single eApplication can be associated with multiple jobs (for example, a high school math teacher may apply to several different job postings with a single eApplication on-file with the Delaware Department of Education). In this manner, an applicant can apply to several openings simultaneously. In addition, the applicant can monitor the status of their application. Finally, the applicant may browse key documents such as a resume for consideration by the DDOE with their application submission.

### **eApplication Access**

The application is available 24 hours per day by 7 days per week for candidates to complete through TeachDelaware website. The access to the application will be available through any Internet-enabled computer. From the school district's website, the candidate will search through available jobs and complete an application. As they do so, a unique applicant record will be created for that candidate, and their information will be saved in the database as they work through the application. The application is presented in a multi-screen format, each screen containing a list of questions that is determined by his/her applicant type. The applicant may save each application section as it is completed. Should the applicant decide to stop without finishing his/her application, all information will be preserved so that the applicant can return at a future time to complete it. Once complete, the application becomes immediately accessible by the administrative users of the TeachDelaware.

### **eApplication Optimization**

The TeachDelaware was designed to enable the addition, removal or modification of questions on the application to ensure that Delaware Department of Education' data collection needs are achieved. The contents of drop down menus, the use of calendar icons, and the designation of required application fields may also be modified and determined by Delaware Department of Education. SearchSoft provides a dedicated eApplication Optimization Specialist to manage the process of tailoring your application.

For the life of the contract with DDOE, SearchSoft will provide ongoing optimizations to the system at NO additional cost.

### **Work Location Preference**

Many of the SearchSoft eApplications have maps of the district embedded in the process with the ability to select either a) the entire district to work; b) a LATA or sub district within the district to work; or c) the specific school(s) or department(s) where work would be preferable by the candidate. By use of the map, which is customized to your district's requirements, a candidate can express their work location desires in an appropriate fashion.

For example, many classified employees (for example, food service worker) and substitutes do not desire to travel an excessive distance from their residence. By using the map work locator, they can so designate their preferences, which in turn facilitate the hiring process and subsequent job satisfaction.

The following example is from the Alabama Department of Education Teach-In Alabama Certified eApplication, where a candidate can select to be considered for teaching employment:

- Anywhere in the State of Alabama;
- In a specific RESA (regional consortium) or multiple RESAs;
- In a specific school district or multiple school districts; or
- At a specific school or multiple schools or a department within a school district.

The client provides the map they desire to be incorporated into the TeachDelaware eApplication.

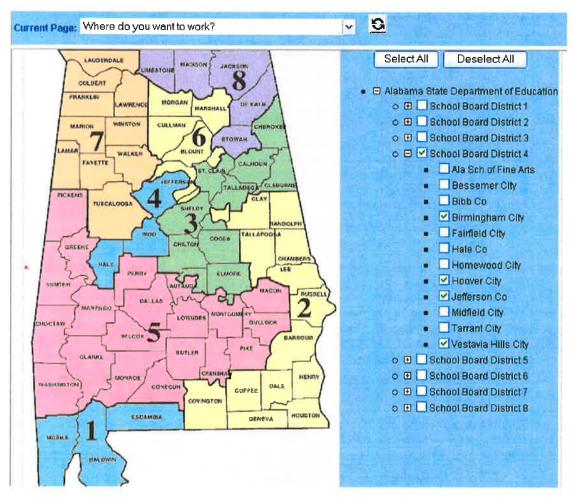


Figure 4 Maps are part of SearchSoft's ATS methodology, especially with classified employees, to match them with jobs in their community. In Alabama, a candidate can designate down to a specific school or department their preference of where to work, or allow every K-12 decision maker statewide access.

### SearchSoft Solutions Support Commitment

We believe that having your business is both a privilege and a responsibility. We hope to maintain that business by providing you with solutions to your human resource and information technology problems. We also recognize that in order to enable you to concentrate on your core human resource issues, it is crucial that we provide world class information technology services that complement our Portal/Applicant Tracking System solution tailored to meet your pre-hire business requirements.

The intent of our Portal/ATS software support is to provide you with the quality software support and services you need. Our vision is to achieve a level of support excellence that exceeds your expectations and differentiates SearchSoft in the prehire marketplace by providing:

- ✓ 24/7 Support for Timely problem resolution
- ✓ Thorough quality assurance
- ✓ Version/Release Control all updates provided at no cost
- ✓ Service Level Agreement with a 99.9% Uptime Guarantee

We are committed to achieving the highest level of customer satisfaction in the K-12 market, with quality focused programs designed to provide services that enhance and maximize the use of SearchSoft software. As your human resources solutions partner, we are dedicated to enabling your success at DDOE.

### Training

The ultimate success of any technology solution is based on the ability of the school district staff to effectively use the technology. SearchSoft places the highest emphasis on training of the DDOE user community by K-12 dedicated professionals. The SearchSoft team represents a repository of knowledge in workflow and document image management processing requirements of a K-12 school district. The SearchSoft team will be involved in the development of a tailored training program to ensure the material and training course outline provided to the DDOE employees are comprehensive and of high quality.

**SearchSoft References** 

Reference #1 Alabama State Department of Education

Organization's Address:

50 North Ripley Street

Montgomery, Alabama 36104

Contact Name:

Debra Williams

Phone:

(334) 242 9941

Email:

dwilliams@alsde.edu

URL:

www.alsde.edu/TeachInAlabama

**Services Provided:** 

SearchSoft hosts and administers Teach-in Alabama, an Internet web designed to increase the number of qualified teachers and administrators statewide for interview and employment. This is the gateway for K-12 employment and is utilized by every school district and specialty schools in Alabama. Number of applicants today is 39,261 and 4,155 certified teachers have been hired to date. SearchSoft also provides professional services, business process reengineering, and training.

Dates of Service:

Commenced service in 2007

Reference #2 Ohio Department of Education

Organization's Address:

25 South Front Street

Columbus, Ohio 43215-4183

**Contact Name:** 

Marcus Roberto

Phone:

(614) 995 3734

E-mail:

marcus.roberto@education.ohio.gov

URL:

www.ode.state.oh.us

**Services Provided:** 

SearchSoft hosts a statewide applicant tracking system for the Center for the Teaching Profession department at the Ohio Department of Education. This program enables every district and consortium in the state to post job vacancies and identify qualified candidates online. SearchSoft also provides professional services, business process reengineering, and training.

Dates of Service:

Commenced service in 2003

ACCOUNT NO. 2524342764 RENEWAL DECLARATION

RENEWAL OF: CCS 0545750

LICY NUMBER	POLICY PERIOD	COVERAGE IS PROVIDED IN THE		AGENCY
CCS 0545750 MED INSURED AND A	06/06/2010 06/06/2011 DDRESS	HOOSIER INSURANCE COMPAN	Y	0130706 0
	DLUTIONS INC IN ST, STE 307 IN 46204	MILES & FINCH INC 630 3RD AVE SW PO BOX 1069 CARMEL IN	097	46082
BUSINESS LIAE	SILITY, MEDICAL EXPENSE	AND FIRE DAMAGE - APPLIES	TO ALL	LOCATIONS
GENERAL AGG			\$	2,000,000
PRODUCTS/COM	PLETED OPERATIONS AGGRE	GATE	-	1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT EACH OCCURRENCE LIMIT			\$	1,000,000
			\$	1,000,000
FIRE DAMAGE	LIMIT (ANY ONE FIRE, EX	PLOSION OR SMOKE)	\$	100,000
MEDICAL EVEN	SED FIRE DAMAGE LIMIT S	EE LOCATION OPTIONAL COVER		
MEDICAL EXPE	NSE LIMIT (ANY ONE PERS	ON)	Ş	5,000
LIABILITY OPT	IONS APPLYING TO ALL LO	CATIONS:	MIT OF	INSURANCE
	ERSONS INSURED - LESSOR		\$	
	ERSONS INSURED		\$	
EMPLOYEE BEN	EFIT LIABILITY	EACH CLAIM	\$	1,000,000
11011 010100		AGGREGATE	Ş	2,000,000
NON-OWNED AN	D HIRED AUTO COVERAGE			(*)

(\*) COVERAGE INCLUDED IN BUSINESS LIABILITY LIMITS OF INSURANCE

CS 1403 04-07

Figure 5 SearchSoft will provide all insurance certificates as DDOE requests



#### **Investment Summary (Amendment)**

SearchSoft solutions will provide State of Delaware (LICENSEE) access to the Applicant Tracking System (ATS) and eFORMS according to the terms set forth in this document and in exchange for compensation as detailed below,

SearchSoft Application Tracking System with eFORM	1S for State	of Delaware			
ASP MODEL: SearchSoft ATS Named User Licenses with Administr Maintenance, Disaster Recovery, OptImizations, Version/Release Co Warranty, including:				\$21,620	
Instructional (Certified) eApplication					
Noninstructional (Support) eApplication					
Administrative eApplication					
Coaching eApplication					
Substitute eApplication					
Internal Transfer eApplication					
SearchSoft HQ/NCLB Delaware Rubric for Teachers & Paras					
Enterprise License - Unlimited Named User ATS Licenses					
Data Interoperability - XML - DEEDS, Teach Gov, LDAP					
eRecruiting & Job Fair Module					
eReference Module					
Hiring Analysis Form with Interview Questions and Worksheets					
Ineligible Applicants					
Interview Module (Version 6)					
Qualifications Module with Hurdle Scores (Supplemental eApplication)					
eReports Module with Downloadable Database					
Documentation					
Request to Post eFORM for Certified and Classified			Days		
On-Site Training Training is delivered On-Site in a computer lab environment Price includes documentation and all travel costs. Includes: DDOE Training Webinars - Four per year		\$1,750	3	\$5,250	
On-Site Business Process Reengineering Professional consulting services are delivered on-site. Price		\$1,750	Days 5	\$8,750	
includes documentation and all travel costs.		\$125	Hours 80	\$10,000	
SearchSoft marketing activities associated with educator jobs in Delaware, Price includes all travel costs, Option A: EPE Marketing Recruitment Effort (Two Years)				\$41,000	
Portal Web Site Web site designed learn about educator jobs in Delaware. Design to be customized to DDOE business requirements.				\$5,000	
				\$29,620	
	To	otal Annual Su	ibscription:		
Total ONE-TIME Pro		otal Annual Su vices / Trainin	-	-	
Total ONE-TIME Prof			-	\$65,000	
Total ONE-TIME Prof			-	-	
Total ONE-TIME Prof	fessional Ser		g Charges:	-	
Total ONE-TIME Prof Total Amount Due (Seco	fessional Ser Total .	vices / Trainin Amount Due (	g Charges: First Year):	\$65,000	

### Price and Term Guarantee

The prices and terms quoted in this document are guaranteed valid thru June 30, 2012,

### Contract Agreement

SearchSoft Solutions agrees to provide the services as described, and to abide by the terms specified in this document in exchange for compensation.

Representative of SearchSoft Solutions:

Sanford Cohen, (850) 894-1662 or (845) 430-0925 [Mobile]

The LICENSEE agrees to authorize SearchSoft Solutions to provide the services as described, and to abide by the terms specified in this document, in exchange for compensation specified in this document

On behalf of the LICENSEE, I accept the terms of this contract as stated.

Responsible Party: Delaware Department of Education Billing Address: 401 Federal Street, Suite #2 Dover, Delaware 19901-3639

Purchase Order Number:

The original Purchase Order and Signed Agreement page to be sent to:

Once approved, please FAX this document with purchase order to (317) 630-4879

SearchSoft Solutions, Inc. Attn: Mark VanHooser, Vice President 47 South Meridian Street, Suite 307 Indianapolis, IN 46204 Tax ID: 35-2107046

Mark VanHooser, Vice President Office: (317) 488-5240 x 114 Mobile: (317) 696-6275 FAX: (317) 630-4879 email: mvanhooser@searchsoft.net

Company Approval:	Sanford Cohen	
Company Signature:	Sanford Cohen	

Investment Summary not valid until signed

## Attachment A:

Marketing Plan Additional Options from SearchSoft's subcontractor, Editorial Projects in Education, Inc., a nonprofit who publishes *Education Week* and TopSchoolJobs.org, a website for K-12 career opportunities.

The option A marketing plan price was included in the Investment Summary on the previous page.

This section was written in full compliance of a subcontractor's contribution to the SearchSoft Solutions proposal. SearchSoft Solutions is the prime contractor and is fully responsible for all work to be performed by Editorial Projects in Education.

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March 21, 2012

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

Ms. Falcon:

Editorial Projects in Education, Inc. (EPE) is pleased to offer the following response to Delaware Department of Education's (DDOE) Request for Proposal for a Statewide Recruitment Website and Talent Management Portal (RFP # DOE 2012-13). EPE's response caters specifically to DDOE's intent to market the statewide tool and to recruit top candidates. EPE will partner with SearchSoft Solutions, the prime vendor, to deliver a comprehensive solution.

At EPE, the publisher of *Education Week*, we understand and are well-positioned to support Delaware's Great Teachers and Leaders marketing and recruitment efforts. We believe that by leveraging EPE's reach and brand halo, Delaware will communicate its unique value proposition with an amplified voice, and advance its goal of attracting more, quality candidates.

The State of Delaware, in response to EPE's application for a Delaware business license, has communicated that EPE is excepted from this requirement given its non-profit status. EPE will not permit any activity related to this proposal contract to take place outside of the U.S.

We truly appreciate this opportunity to offer our services in support of Delaware's education reform efforts, and greatly anticipate your response to our proposal.

1

Sincerely,

Jonathan Rogers

Product Manager, Education Week TopSchoolJobs Editorial Projects in Education, Inc.

Editorial Projects in Education, Inc.

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### Overview:

The Delaware Department of Education (DDOE) will attract and recruit more, quality K-12 professionals by partnering with EPE to promote its statewide website and talent management portal, to advertise its job opportunities, and to brand Delaware as a top state for launching and advancing a K-12 career. EPE will leverage its highly-respected information channels, popular job distribution platforms, K-12 marketing experience, relationships with organizations within the education community, and strong brand recognition to maximize the volume and quality of Delaware's talent pipeline.

EPE will partner with SearchSoft Solutions to enable all job opportunities on the DDOE statewide tool to be cross-posted to EPE's dedicated career portal, TopSchoolJobs.org, to EPE's award-winning website, edweek.org, as well as to other job seeker platforms. Candidates applying to cross-posted jobs will navigate directly to the respective application page on the DDOE statewide tool.

EPE, in collaboration with SearchSoft Solutions, will also conduct a higher education marketing campaign with the goal of augmenting Delaware's pipeline of new graduates studying education, math, and science. We will increase awareness of the statewide tool among local and regional colleges and universities. We will also place particular emphasis on teacher preparation programs that the DDOE has determined generate the most effective talent pools.

Finally, EPE will provide the DDOE with a combination of targeted print and digital advertising to advance DDOE branding and recruitment efforts. EPE supports and conducts more than 1,000 PK-20 marketing campaigns each year with advertiser goals of recruitment, lead generation, market research, brand awareness, direct response, and thought leadership through print and digital media as well as live events. The DDOE will benefit from EPE's marketing experience while utilizing EPE advertising platforms to target and amplify its marketing messages.

### **Background:**

EPE is a private, nonprofit 501(c)(3) organization based in Bethesda, Md. Since its founding in 1958, the primary mission of EPE has been to help raise the level of awareness and

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understanding among professionals and the public of important issues in American education. Its purview spans local, state, and national news and issues from preschool through the transition from high school. EPE is well-recognized as the pre-eminent publisher of news and information in precollegiate education and is known for its flagship publication, *Education Week*, as well as its award-winning website, edweek.org. As the nation's leading source of K-12 education news and information, EPE serves and connects a community of more than 1 million professionals in the education field.

Since 1981, schools, districts, and other education organizations have utilized EPE's content and job distribution platforms to attract and recruit informed, high-caliber professionals. Over the past fifteen years, more than 6,000 education organizations have leveraged EPE's print and digital platforms to recruit teachers, teacher-leaders, school administrators, central office personnel, state employees, and private sector personnel.

### Marketing and Promotional Plan:

EPE proposes two recruitment options. Option A, a lower priced plan, is comprised of only core marketing functionality, while Option B is a more robust, comprehensive plan designed to maximize Delaware's recruitment reach and impact. These options, while available "as-is", are intended to present "model" campaigns that can be customized by the DDOE. Popular recruitment tools like targeted marketing emails (See Figure 1), while not included in this proposal, will be available to the DDOE as substitute or additional functionality.

### Option A:

Option A delivers core recruitment marketing functionality including job distribution, run-of-site branding, search engine optimization, search engine marketing, social media marketing, and regional higher education outreach.

### 1. Job Distribution:

EPE, in partnership with SearchSoft Solutions, will cross-post designated job opportunities to TopSchoolJobs.org. This automated cross-posting functionality

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will quickly market Delaware education jobs to active job seekers on *Education Week*'s career site, while reducing HR time spent posting and managing jobs on multiple websites.

The cross-posting interface will also allow LEA users to use popular TopSchoolJobs.org job posting enhancements, like the EdWeek Boost, to deliver maximum visibility for critical or hard-to-fill vacancies. Use of a job posting enhancement will result in an invoice for dollar amount specified via the user interface and in accordance with the terms of any pre-paid contract between Education Week TopSchoolJobs and the respective LEA.

### DDOE cross-postings will:

- Be delivered by a custom job feed from SearchSoft Solutions to TopSchoolJobs.org,
- Be delivered only if LEA users elect to have the job posting cross-posted,
- Support unlimited text and basic html,
- Remain live on TopSchoolJobs.org until disabled from the statewide tool,
- Be searchable by keyword, job category, and location,
- Redirect candidates to the DDOE statewide tool

EPE will advertise cross-posted jobs across the entire edweek.org network to drive passive job seekers to the DDOE statewide tool. Edweek.org attracts more than 600,000 unique visitors<sup>1</sup> each month across four Web channels—Education Week, Teacher, Digital Directions, and TopSchoolJobs. Cross-postings will be marketed to edweek.org site visitors via 300x250 pixel, 728x90 pixel, and 160x600 pixel house banner ads that feature geo-targeted job listings. Site visitors will be able to click on relevant, regional job listings that are featured alongside *Education Week, AP & McClatchy* articles as well as more than 40 topic-specific blogs. DDOE and LEAs will benefit by being able to recruit passive job seekers

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who are not actively searching traditional job boards, but who do respond to the right opportunity presented at the right time.

EPE will also distribute cross-posted jobs via an installed xml feed syndicated to job aggregators like SimplyHired and Indeed.com.

### 2. Search & Social Media Marketing

EPE will position Delaware's education job postings for maximum visibility in search engines, driving more candidates to the statewide tool. EPE's search engine optimization capabilities and success are evidenced by TopSchoolJobs.org's high organic Google search rank for queries like, but not limited to "education jobs", "principal jobs", and "school administrator jobs". The TopSchoolJobs.org site architecture also lends itself to high search ranking for specific job postings by its url structure, page titles, meta data, and other SEO considerations (e.g. http://topschooljobs.org/jobs/86244-35600/School-Turnaround-Unit-Program-Manager-Identification-Delaware-Department-of-Education-Dover-DE-USA).

EPE will market to its social media community to maximize the reach of DDOE cross-postings and increase awareness of the statewide tool. EPE has more than 80,000 twitter followers of its @educationweek feed, and more than 12,000 fans of its edweek Facebook page. EPE will tweet the launch of the statewide tool and allocate one "Who's Hiring" Facebook post per month to drive traffic to and awareness of DDOE jobs. Also, as part of its standard, ongoing marketing efforts in support of all EPE recruitment clients, EPE will run Facebook and LinkedIn advertising campaigns to drive additional traffic to Delaware's job postings.

### 3. Run-of-site Branding

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EPE will continuously feature a 180x150 pixel ad unit on the TopSchoolJobs.org homepage and search results pages, in rotation with other advertisements, for the duration of the contract.

EPE will feature one DDOE inline banner ad each quarter in our dedicated, career newsletter, Career Coach, delivered to over 65,000 subscribers each month.

EPE will also deliver 300,000 run-of-site impressions on TopSchoolJobs.org each year via 300x250 pixel and 160x600 pixel ad units (See Figure 2).

### 4. Outreach to Regional Colleges and Universities

EPE, in partnership with SearchSoft Solutions, and in coordination with the DDOE, will research, call, and email target contacts at colleges of education and career centers in the region to increase awareness of the statewide tool and to quickly, and dramatically increase the size of DDOE's talent database.

EPE will work colleges and universities to provide data files of graduating teaching candidates for import into the SearchSoft-hosted database. A centralized tool that provides graduates with immediate access to all state vacancies should incentivize utilization by both candidates and teacher preparation programs.

EPE will also pursue a link-building strategy that quickly establishes inbound links to the statewide tool from key regional college and university landing pages.

### Option B:

Option B will generate broad awareness of the statewide tool and drive maximum applicant volume by leveraging run-of-network banner ads on edweek.org, targeted newsletter banner ads, and print classified advertising in *Education Week*, along with all marketing functionality included in Option A.

### Run-of-network Branding

- The DDOE will receive 300,000 geo-targeted, IAB universal ad unit impressions per year (300x250 pixel, 728x90 pixel, and 160x600 pixel) to run across all edweek.org channels including Education Week, Teacher, Digital Directions, and TopSchoolJobs.
- The DDOE will receive six targeted newsletter banner ads per year—three in the daily EdWeek Update newsletter (140,000+ subscribers), and three in the weekly Teacher Update newsletter (130,000+ subscribers).
- EPE, with prior express written permission of the DDOE, will also announce the launch of the statewide tool and the supporting partnership between SearchSoft and Education Week TopSchoolJobs with no fewer than 100,000 run-of-network banner ads. The banner ads will be created by EPE's design department with collaboration and approval by DDOE and SearchSoft, and quickly increase awareness of and drive traffic to the statewide tool.

### **Print Recruitment Advertising**

- The DDOE will receive one full-color, full-page ad in the *Education Week* classified section to promote specific job vacancies and to market the value of pursuing a K-12 career in Delaware. Delaware may choose to run a higher volume of smaller ads that equate to a full-page of advertising space.
- EPE, with prior express written permission of the DDOE, will also announce the launch of the statewide tool and the supporting partnership between SearchSoft and Education Week TopSchoolJobs in print. The announcement will run in the main section of *Education Week*, be no smaller than one-third of a page, and be created by EPE's design department with collaboration and approval by DDOE and SearchSoft.

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### **Pricing Structure**

Each price accounts for all time, costs, materials, travel, management, and maintenance associated with EPE recruitment marketing solutions.

Item	Item Description	Price per Year	Term (Years)	Total Price
1	Job distribution, Search & Social Media Marketing	\$14,550	2	\$29,100
2	Run-of-site Branding & University Outreach	\$5,950	2	\$11,900
	Recruitment Option #1 (Includes Items 1-2)			\$41,000
3	Run-of-network Branding	\$15,500	2	\$31,000
4	Print Recruitment Advertising	\$6,000	2	\$12,000
	Recruitment Option #2 (Includes Items 1-4)			\$84,000

### **Technical capabilities**

For more than eight years, EPE has licensed job board technology from SearchEase.com Corporation (SearchEase), a technically sound and flexible ASP software provider whose principal office is located at 51 Mill Street, Bldg. E, Suite 21, Hanover, MA 02339.

EPE's licensed job board technology is leading-edge and will support all components included in this RFP. EPE has successfully utilized SearchEase technology to integrate with job distributers (e.g. TMP Talent Brew), a WYSWIG (What You See Is What You Get) newspaper recruitment classifieds software provider, The Ad Wizard, and a job wrapping software provider, Propellum. The TopSchoolJobs.org job board is also single-sign-on-ready (SSO), capable of allowing job seekers to utilize preexisting profiles with Google, Facebook, LinkedIn, and Twitter, to quickly create a job seeker profile.

TopSchoolJobs.org is built on the latest version of the SearchEase.com Enterprise platform. Our most recent, major redesign and functional upgrade was released in October 11.

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EPE will utilize native or custom SearchEase job import functionality, developed in collaboration with SearchSoft, to cross-post job opportunities from the DDOE statewide tool to TopSchoolJobs.org.

#### Customer service

Education Week TopSchoolJobs offers sales, sales support, and operations staff available to quickly respond to the DDOE, LEAs, and SearchSoft Solutions Monday thru Friday, 9a.m. to 5p.m. EST.

SearchSoft will have 24/7 access to SearchEase Support via a Web-based bug, task, and development tracking interface. Response times begin at less than one hour, but are based on the urgency of the request.

### Joint Venture Agreement

SearchSoft is the prime contractor, and is fully responsible for all work of our subcontractor.

