

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE  
Highly Qualified Teachers and  
Improving Teacher Quality  
State Grant Program**

**ISSUED BY DELAWARE DEPARTMENT OF EDUCATION  
RFP # DOE 2014-13**

**I. Overview**

The State of Delaware Department of Education, (DDOE) seeks eligible partnerships to support innovative and effective professional development that improves teacher content knowledge and teaching skills to help all students achieve to high academic standards, aligned to the Common Core.

The funds through this grant support scientifically-based practices that will improve teaching to increase student achievement in 10 core academic subjects: arts, civics and government, economics, English, geography, history, mathematics, reading or English language arts, science and world languages.

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: January 3, 2014
Cut-off Date for Questions:	Date: February 7, 2014
Deadline for Receipt of Proposals	Date: February 21, 2014
Notification of Award	Date: February 28, 2014

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

Purpose of the State Agency for Higher Education (SAHE) Highly Qualified Teachers and Improving Teacher Quality State Grant Program

The intent of the SAHE grants under NCLB is to support activities/projects that:

- Provide long-term, sustained, high-quality professional development that improves the knowledge and practice of teachers, principals and paraprofessionals. Develop and implement initiatives to promote retention of highly qualified teachers, principals and paraprofessionals, particularly within schools with a high percentage of low-achieving students, and initiatives, including activities aligned to the Common Core and increase rigor to improve the quality of teachers.
- Develop and implement mechanisms and initiatives to assist in recruiting, hiring and retaining highly qualified teachers.
- Result in **change of teacher and principal practice and/or teachers' content knowledge that increases student achievement in the classroom, as demonstrated through multiple measures of student achievement.**
- Strengthen collaboration between faculties of institutions of higher education and among the other members of the partnership, to improve the quality of teachers.
- Are sustainable after Title II funds are no longer available to support the effort.
- Demonstrate research-based practices, focused on closing the achievement gaps that exist in the needs assessment. The research cited should be considered current by the profession and published within the past five years.

### **Proposal must be:**

- Based upon a needs assessment (may refer to LEA 4-Year RTTT/Strategic Plan);
- Based upon scientifically-based research;
- Aligned to Common Core standards;
- Targeted to schools with high percentage of poverty and high percentage of teachers who are not highly qualified
- Data Based/informed – Such data must be included in application,
- Used to improve classroom practice
- Designed to raise student achievement
- Classroom-focused to improve classroom instruction and student achievement
- High-quality
- Intensive
- Job-embedded (through Professional Learning Communities)- Not isolated, brief, or one-day workshops or conferences

### **Professional Development may be offered in:**

- Core academic subject(s) to which the teacher is assigned
- Improving teaching practices
- Implementing Common Core State Standards

- Teaching and addressing the needs of students with disabilities and/or students with limited English proficiency
- Improving student behavior in the classroom and identifying early and appropriate interventions
- Understanding and using data and assessments to improve classroom practice and student learning

#### **FOCUS OF ELIGIBLE PARTNERSHIPS**

The focus of ESEA is on scientifically-based methods to improve teacher quality, school accountability, and core content knowledge leading to increased student achievement.

Overall, the focus of the grants is to improve teaching and student learning and achievement.

The TLEU's Title II, Part A SAHE grant program will meet these priorities by funding high quality professional development activities that will:

- Improve teaching of the Common Core literacy in all denoted academic areas for all students so that they all achieve to high academic standards.
- Increase teacher content knowledge in the ESEA core academic areas of the arts, civics and government, economics, English (CCSS), geography, history, mathematics (CCSS), reading (CCSS) or English language arts (CCSS), science and world languages.
  - The professional development activities in the ESEA core academic subjects may also include highly qualified **paraeducators** and, if appropriate, **principals** so that they can implement with fidelity the Common Core standards across those areas that the teachers teach (including knowledge of computer-related technology to enhance student learning).
  - Additionally, the professional development activities may focus on **instructional leadership skills for principals** to help them work most effectively with teachers to help students achieve in the NCLB core academic subjects, aligned to Common Core Standards.
- Enhance teacher/principal/highly qualified paraeducator awareness of the Common Core State Standards and assessments to improve instructional planning, decision-making, teaching, and student academic achievement.
- **Increase the number of highly qualified teachers in the 10 core academic areas.**

All professional development in the SAHE grants must be sustained, intensive, and classroom-focused; be based on scientifically-based research; and be aligned with the Delaware Professional Teachers

Standards (see Professional Standards Board regulations for the state of Delaware).

### **ELIGIBLE PARTNERSHIPS**

The NCLB statute specifies the composition of eligible partnerships for the Title II, Part A SAHE grants. An eligible partnership must include, at a minimum:

- A private or public institution of higher education (IHE) and the division of the institution that prepares teachers and principals;
- An arts and sciences division of an IHE that awards baccalaureate degrees;
- At least one high-need district or charter school as identified above.

The education division and arts and sciences division may be housed within the same IHE, but both must be included in the partnership. Educators in low-performing schools that are not located in a high-need district/charter school may participate in a SAHE project as long as a high need district/charter school is a principle partner. Low-performing charter schools or schools in districts that do not meet the definition of high need may be additional partners and their teachers and principals may participate in the project.

Once established as a high need partner school in a SAHE grant, the district/ charter school may continue to be considered “high need” for the duration of the grant award without regard to subsequent changes in the district/charter school’s reported poverty rate.

An eligible partnership, as previously defined, may also include these allowable partners:

- district/school/charter school
- a community college
- an educational service agency
- a nonprofit educational organization
- another IHE (either the division of arts and sciences within that IHE and/or the division that prepares teachers and principals)
- a nonprofit cultural organization
- an entity carrying out a pre-kindergarten program
- a teacher organization
- a principal organization
- a business

The Higher Education Office will award funds to a maximum of two eligible partnerships.

The NCLB legislation requires that the Teacher & Leader Effectiveness Unit, in its role as the SAHE for the purposes of this grant, must ensure that the eligible partnerships are equitably distributed by geographic area within Delaware **or** that eligible partnerships in all geographic areas within Delaware are served through the grants.

The Delaware Department of Education (DDOE) has identified the following districts/charters as high-needs LEAs for use in this RFA Process:

<i>LEA</i>	<i>Contact Person</i>
Academy of Dover	Noél Rodriguez
Delaware College Prep Academy	Howard Johnson
East Side Charter School	Lamont Browne
Family Foundations Academy	Dr. Tennell Brewington
Kuumba Academy Charter School	Sally Maldonado
Las Americas Aspira Academy	Margaret Lopez-Waite
Moyer Academy	Glenn Clark
Prestige Academy	Jack Perry
Thomas Edison Charter School	Salome Thomas-El
Capital School District	Tina Huff
Christina School District	Fara Zimmerman
Colonial School District	Lori Duerr
Red Clay Consolidated School District	Amy Grundy
Seaford School District	Shannon Holston
Woodbridge School District	Donna Hall

The eligible districts and charter schools have received their comprehensive 2013 **highly-qualified teacher data, including those teachers serving under an Emergency Certificate**. The data include analyses by school, academic content area, and the equitable distribution of highly qualified teachers relative to student sub-groups (race, low-income, special education status, and English language learner status).

Title II, Part A of the Elementary and Secondary Education Act of 1965 (ESEA) authorizes the Highly Qualified Teachers and Improving Teacher Quality State Grants program.

The goal of the program is to ensure that all students have highly qualified teachers, teachers with the subject matter knowledge and teaching skills necessary to help all students achieve to high academic standards, regardless of individual learning styles or needs.

The highly qualified teacher definition, a list of the core academic subjects, and options for meeting the HQT requirement are included in Sections F and G of the U.S. Department of Education's Non-Regulatory Guidance document which may be found at <http://www.ed.gov/programs/teacherqual/guidance.doc>.

The Teacher Leader Effectiveness Unit-TLEU, as the designated State Agency for Higher Education (SAHE), manages the grant selection and oversight for the Title II, Part A funds.

The funds are awarded to eligible partnerships to **support innovative and effective professional development that improves teacher content knowledge and teaching skills to help all students achieve to high academic standards, aligned to the Common Core.**

The funds through this grant support scientifically-based practices that will improve teaching to increase student achievement in 10 core academic subjects: **arts, civics and government, economics, English, geography, history, mathematics, reading or English language arts, science and world languages.**

The higher education program component of Title II, Part A provides an opportunity for eligible partnerships comprised of institutions of higher education (IHEs) and high-need districts/charter schools to apply for grants on a competitive basis.

### **High-Need Local Education Agencies (LEAs)**

For the purpose of this application, high-need LEAs are defined as districts and charters:

- That serve not fewer than 10,000 children from families with incomes below the poverty line; **OR**  
For which not less than 20% of the children served by the agency are from families with incomes below the poverty line;
- AND**
- For which there is a high percentage of teachers not teaching in the academic subjects or grade levels that the teachers were trained to teach; **OR**  
For which there is a high percentage of teachers with emergency, provisional, or temporary certification or licensing.

### **PRIORITIES FOR FUNDING**

The No Child Left Behind, Title II, Part A *Improving Teacher Quality State Grants* provides the flexibility to use funds creatively to address challenges to teacher quality, whether they concern teacher preparation and qualifications of new teachers, recruitment and hiring, induction and mentoring, professional development, teacher retention, or the need for more capable principals and assistant principals to serve as effective school leaders. This year, additional priority will be given to proposals which focus on helping teachers meet the Higher Education Office's priority of building a culture of college- and career-readiness in every Delaware school K-12, aligned to the Common Core College and Career Readiness Anchor Standards. More specifically, proposals that address helping teachers provide more rigorous advanced coursework for high-need or low-achieving students (e.g. AP courses and STEM [Science, Technology, Engineering and Mathematics] courses that incorporate project-, inquiry- or design-based contextual learning opportunities and flexible grouping) will be given special consideration.

Proposals must include the following elements:

- ✓ Collaboration among colleges of education and colleges of arts/sciences
- ✓ High-needs schools are targeted for partnerships (as identified by the DOE)
- ✓ LEA's needs assessments—a copy of the needs assessment and explanation of how the proposed project will address the identified need must be included, including data reviewed
- ✓ Identification of faculty members or permanent staff members with a background and expertise in core academic areas, as project director or co-directors and instructional staff
- ✓ An evaluation component grounded in scientifically-based research on the project content and delivery method. This should include methodology for impact evaluation determined by student achievement.
- ✓ List of possible participating personnel at each LEA meeting the HQT criteria (not highly qualified/teaching outside their certified area)
- ✓ Alignment to the Common Core State Standards

Priority will be given to the projects that include one or more of the following elements:

- ✓ Address the particular needs of high-need or low-achieving students
- ✓ Address the needs of teachers, paraprofessionals and principals to help high-need or low-achieving students
- ✓ Provide focused content area knowledge and pedagogical skills for teachers that will lead to advanced student achievement in AP courses in any of the 10 recognized ESEA content areas or any STEM-related course – moving non-HQ teachers to HQ status.
- ✓ Focus on improving the percentage of highly-qualified teachers in AP content areas or any STEM-related areas through Praxis preparation, coursework for endorsement for provisionally certified or out-of-field teachers
- ✓ Identify teachers who are not highly qualified and provide the professional development and/or preparation for certification to become highly qualified
- ✓ Require teacher and administrator participation in all stages of the project (i.e., pre-planning, implementation and evaluation, etc.)
- ✓ Bridge the gap between preparation programs and practice to ensure all teachers in high need schools are highly qualified, align to new teacher mentoring program to ensure quality, ongoing, embedded professional development to improve teacher quality

#### **FISCAL AGENT**

Each partnership must have a fiscal agent. The IHE or primary IHE (if more than one is a partner) will serve as the fiscal agent.

The fiscal agent submits the grant proposal and, if the grant is funded, is also responsible for submitting project reports, budget updates, and other information as required.

The fiscal agent will receive the grant payments from the Teacher Leader Effectiveness Unit.

## **SPECIAL RULE REGARDING FUNDING**

Section 2132(c) of the No Child Left Behind Legislation requires that no single participant in an eligible partnership (that is, no single high-need district/charter school, no single IHE and its division that prepares teachers and principals, no single school of arts and sciences, and no other single partner) may “use” more than 50% of the grant. This provision focuses not on which partner receives the funds but in which partner directly benefits from them. Budget and grant reconciliation must demonstrate direct benefit funding allocations to ensure compliance.

### **Length of Awards**

Funding will be granted for a single program period in FY 2013-2014. Funding for a second year will be contingent upon continued federal funding. However, if program requirements change as a result of reauthorization during the support period, the awardee may be required to submit a proposal to detail how the project will meet new requirements.

All funded initiatives, regardless of duration, will be expected to complete annual reporting requirements. Multiple-year funding requests are contingent upon the continued funding from the federal government. In addition, multi-year grant continuation is based on the effective managing of the grant-supported activities, compliance with NCLB requirements, and proper fiscal control and accountability over funds received.

## **REPORTING REQUIREMENTS**

All partnerships will submit quarterly invoices with a progress report toward the grant outcomes. Additionally, each partnership will also complete the annual reporting requirements.

A narrative report and a detailed quantitative report will be required annually to provide information and data needed for program monitoring and for compliance with federal reporting mandates. Included with the report should be copies of materials developed with grant funds. **Specific information about report content and format will be provided in a timely fashion to grant recipients.**

The Guidance from the U.S. Department of Education provides this general guidance about record keeping and reports. Grantees and subgrantees must keep records that fully show:

- the amount of funds under the grant or subgrant,
- how the grantee or subgrantee uses the funds,
- the total cost of project activities,
- the share of the cost provided from other sources, and
- other records to facilitate an effective audit.

In addition, all grantees and subgrantees are required to keep records to show their compliance with program requirements. Record keeping should permit an “audit trail” that clearly documents that all funds were used for activities that were reasonable, allowable, and allocable to the program [EDGAR Sections 76.730 and 76.731].

## **MONITORING**

The U.S. Department of Education requires states to monitor each partnership and provides the following from its *Guidance* document.

The Education Department General Administrative Regulations (EDGAR) govern the administration of subgrants. General requirements for provision of technical assistance, monitoring, assisting in project evaluations (to the extent that they are required), and developing procedures and rules to ensure the proper expenditure of program funds are enumerated in Section 76.772.

Furthermore, Section 80.40(a) requires that States "...monitor grant and subgrant supported activities to assure compliance with applicable Federal requirements and that performance goals are being achieved." Under these provisions, SEAs and SAHEs must monitor subgrantees for compliance with Federal statutes and regulations, applicable State rules and policies, and the approved State and subgrant application.

They are encouraged to conduct a regular, systematic review of all Improving Teacher Quality State Grants activities, using monitoring instruments sufficiently comprehensive to determine that subgrantees comply with program requirements and make progress toward meeting all objectives of their applications. Simply reviewing audit or annual reports is not acceptable. If an SEA or SAHE has reason to believe that a subgrantee is not adequately implementing its projects, it should monitor more carefully and frequently and take action to correct problems. An SEA or SAHE may monitor in any manner that ensures compliance with program requirements. For some Improving Teacher Quality State Grants requirements, such as a subgrantee's use of program funds in ways that reflect its approved application, the State may find that on-site monitoring is the most suitable method. On-site monitoring should take place as often as necessary to ensure that subgrant activities comply with program requirements.

In addition to on-site visits, either agency may require periodic reports, conduct telephone interviews, hold subgrantee conferences, and use other strategies to promote and ensure adherence to applicable requirements. Whatever the method selected, it is important that it be used systematically and that the results be documented. An SEA and SAHE should maintain a system for reporting problems and recommending corrective actions to subgrantees, and for any follow-up that may be necessary.

A detailed monitoring plan will be sent to all award recipients. However, recipients should expect to provide a schedule of program activities, an interim progress report, participant response forms and a final report including details of all expenditures. One or more monitoring visits will also be conducted throughout the grant's implementation.

#### Payment Schedule:

Purchase orders will be executed immediately upon awarding of grant. A copy of the purchase order will be mailed to the grant recipient with the Notification of the Grant Award Notice (NOTOG). The grant recipient agrees to submit reimbursement requests to the Teacher & Leader Effectiveness Unit (TLEU) showing evidence of grant approved expenditures.

Upon receipt of the request, the TLEU will make reimbursement payments. All payment amounts and scheduling are based on the discretion of the TLEU program manager based upon timely submission of expenditure and progress reports. Failure to comply will jeopardize any and all future funding opportunities from DDOE.

#### Additional Budget and Personnel Information

Grant applications that allocate the majority of funding toward professional development and programming for educators will be viewed most favorably.

- Proposals will be given preference to IHEs that limit indirect costs (8% maximum allowed). IHEs may not charge overhead. Any such requests will be disallowed.
- It is understood that all IHE staff will be employees of the institution receiving the grant; therefore, if applicable, fringe benefits may be provided as part of the institutional support. The intent of the Title II grants is to provide programming for teachers and principals; hence, alternatives to requesting grant funds for fringes are strongly encouraged.
- The use of stipends for program participants ought to be carefully considered and alternative incentives considered, such as waiver of tuition fees, granting college credit, or awarding clock hours toward licensure renewal. Another alternative is to use district or charter school Title II funds to provide stipends.
- Materials and equipment must be relevant to the intent of the program and directly involve teachers/administrators who will be using the materials and equipment in improving instruction.
- Waiving college credit fees is another way for the grant-receiving institution to show support. Requests for course credit processing or related college fees are disallowed.

#### **ADDITIONAL INFORMATION ABOUT THE TITLE II PART A SAHE GRANTS**

Additional information about the Title II, Part A SAHE Grants may be found in the Non-Regulatory Guidance document on the U.S. Department of Education's web page:

<http://www.ed.gov/programs/teacherqual/guidance.doc>

The successful respondent will be responsible to meet the provisions of Title IX of ESEA, Uniform Provisions: §§ 9501-9504 Equitable Services.

## Acknowledgment

All publications and project materials developed with funding from this grant program must contain a statement that they were developed under Title II of the No Child Left Behind Act of 2001. Additionally, the federal government retains the right for five years to use, as it sees fit, any materials developed with NCLB Program funds.

### 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 (if applicable).
2. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000.00 (if applicable).

#### B. General Evaluation Requirements

Proposals will be reviewed and rated by a selection committee comprised of individuals with system-wide perspectives on K-16 education and those with knowledge and experiences in various NCLB content areas.

**A total of 100 points may be awarded to each proposal.** The maximum possible points for each criterion are based on the following:

Identification of Local Need	15 points
Goals of the Project	20 points
Description of the Project Activities	20 points
Evaluation Plan	20 points
Role of Key Project Personnel	10 points
Adequacy of Resources and Cost Effectiveness	15 points

*Evaluation of Impact.* Each proposal must have a formal evaluation plan that consists of two parts and must adequately measure achievement of the goals and effectiveness of activities. First, a formal evaluation must be undertaken which is directly related to the project's stated goals and objectives. This evaluation must be rigorous and comprehensive in its identification of outcomes and in its objective determination of the project's effectiveness in accomplishing its goals and objectives. Use of an objective external evaluator is encouraged. Although the staff implementing the grant activities will work with the evaluator(s), a self-evaluation is not acceptable. The evaluator(s) may be from another division of the IHE; however, the proposal applicant(s) must provide sufficient assurances that the evaluation will be conducted in a neutral, non-biased, and objective way and

consistent with the Program Evaluation Standards of the Joint Committee on Standards for Education Evaluation.

Second, the evaluation plan must include a formal assessment of the project's impact on classroom instruction and student achievement in the school year following the project. Exact numbers of teacher participants and the number of students impacted by each teacher will need to be included. In order to assist project directors in carrying out this part of the evaluation, a standardized survey or participating teachers has been developed by the DDOE which must be administered either at the last session of the follow-up activities. This survey will be provided to grantees shortly after the awards are granted. Project directors will be required to collect and tally information from these surveys and to submit a written summary of the results as part of their final project report. Evaluation plans that provide other effective ways of measuring the project's impact on classroom instruction and student achievement are especially welcomed.

## **Professional Services RFP Administrative Information**

### **A. RFP ISSUANCE**

#### **1. Obtaining Copies of the RFP**

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

#### **2. Public Notice**

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

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

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

#### **4. RFP Designated Contact**

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

**Constance Lindsay  
Deputy Officer, Teacher and Leader Effectiveness Unit  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639  
[constance.lindsay@doe.k12.de.us](mailto:constance.lindsay@doe.k12.de.us)**

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

Proposals from ineligible applicants and incomplete proposals or late submissions will not be reviewed. Questions may be addressed to Dr. Constance Lindsay at [constance.lindsay@doe.k12.de.us](mailto:constance.lindsay@doe.k12.de.us) or via phone at 302-257-3636.

#### **5. Consultants and Legal Counsel**

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

#### **6. Contact with State Employees**

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

#### **7. Organizations Ineligible to Bid**

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

#### **8. Exclusions**

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as:
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP SUBMISSIONS**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 7 paper copies and 3 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 30 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1”) side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).
- **FORMAT FOR PROPOSALS**

Each proposal must include the following five (4) parts and two (2) appendices:

- |   |   |
|---|---|
| ○ Part One  | Cover page  |
| ○ Part Two  | Project Abstract  |
| ○ Part Three  | Proposal Narrative (Needs Assessment, Project Goals, Activities, Key Personnel) |
| ○ Part Four   | Budget Narrative  |
| ○ Appendix A  | Statement of Assurances (with signatures)                                       |
| ○ Appendix B  | Key Project Personnel   |
| ○ Additional appendices may be added according to the need of the proposal. |   |

### **Part One: Cover Page**

The Cover Page should include the following information: the title of the proposal, name of requesting IHE, project directors and contact information, names of partnering high-needs LEAs, targeted grade levels and/or content areas; total amount requested; date of proposal.

### **Part Two: Project Abstract**

The project abstract should be limited to one page, summarizing the project's goals, objectives, activities, target populations(s), and expected number of participants.

### **Part Three: Proposal Narrative (Needs Assessment, Project Goals, Activities, Key Personnel)**

*LEA Needs Assessment.* Identify and describe the specific need for enhancement of content knowledge and improvement in pedagogical skills of teachers in the proposed content area(s). Explain how the needs of the participating high-needs LEAs were determined and describe and include a summary of the needs assessment instrument, which cannot be an interest survey. Applicants should use information such as student achievement data, information about numbers of teachers who lack full licensure and/or certification, assessments by administrators and mentor teachers who evaluate teacher and student performance, teacher self-evaluations and information on gaps from pre-service and past in-service professional learning experiences in specific core content areas. Do not provide summaries of needs from national studies and reports; proposed authors and reviewers presumably are aware of these issues.

*Project Goals.* Describe how the project will meet the criteria and purposes set forth in this document. Provide a clearly stated list of goals that are specific, measurable, attainable, realistic and timely.

*Project Activities.* Describe project activities and how they relate to the achievement of the goals and objectives. Details should be provided concerning the type of activities planned, the schedule and time allotment for those activities, and the responsible instructional staff. A description should also be provided of follow-up activities; evidence is sought that the project will foster professional development that is of high quality and of sufficient duration and intensity to have a positive, lasting effect on classroom instruction and student achievement. Professional development activities should be clearly aligned with the National Staff Development Council Standards.

*Role of Key Project Personnel.* Describe the respective roles of each project director and identify other key personnel (including instructional staff) who will carry out project activities. Specify the time commitment of each to this project and to other duties, in terms of percentage of time. The project director's presence at and personal involvement in grant-supported activities is strongly encouraged. Also include any special qualifications or experiences in providing professional development activities for teachers (especially information that does not appear on the information provided in Appendix B). The proposal may also include a description of any special features and institutional strengths for the

proposed activities and can include, but is not limited to, curricula, innovative teaching techniques, facilities, and experience with similar projects.

#### **Part Four: Budget Narrative**

##### *Adequacy of Resources and Cost Effectiveness.*

All proposals must include the budget information called for on the **required budget form that should be attached to this section in an Excel spreadsheet**. The budget should address the following:

- Personnel costs
- Supplies, materials, equipment
- Travel
- District/charter participant stipends
- Indirect costs (up to 8%)
- Institutional fund match and other support
- Evaluation
- The budget must be in an Excel spreadsheet

A narrative should accompany the budget explaining in detail the number of anticipated participants and how the funds will be used to meet the goals and objectives of the proposal. Careful attention should be given to the following instructions and information:

*Direct costs.* These costs should be detailed to the major object level of expenditure and should align to the proposal's goals and objectives.

*Indirect costs.* For the NCLB Program, IHEs are allowed to request indirect cost recovery of up to eight percent (8%) of total direct costs. For example, an institution requesting \$35,000 to support project activities may add a line item for indirect costs of \$2,800, making the total request \$37,800.

*Matching funds.* All support from the sponsoring institution of higher education, local school district or other agency should be listed as matching funds.

*Cooperating Institutions or Organizations.* Institutions or organizations that cooperate in joint projects must submit one single combined budget. The individual amounts budgeted for each cooperating institution or organization should be noted. Only one of the collaborating partners may be designated as the fiscal agent. Subcontracts to participating LEAs are not allowed.

The budget and narrative must also be consistent with the 50% "special rule" which states that no partner may "use" more than half of the funds. (see *Special Rule 2132(c)* above)

## **Appendix A: Statement of Assurances**

Letters of intent to partner from each participating institution must be provided with signatures:

- Letter of endorsement for the grant proposal.
- Signed by the president (or designee) of the IHE.
- The letter must state that the division preparing teachers/principals **and** the division of arts and sciences are both active participants in the proposed grant.
- A letter is required from each participating IHE in the partnership
- A memorandum of agreement or a statement of the intent to participate in the proposed grant activities from each LEA is required. These memoranda or statements of intent should not be general form letters generated by the IHE.
- This cooperative agreement includes the specific responsibilities and roles of each of the partners.

## **Appendix B: Key Project Personnel**

Provide an up-to-date curriculum vitae for each project director and for other key project personnel, including the principal instructional staff and any external evaluator.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM local time on February 21, 2014**. The outside of the proposal package must be clearly labeled “RFP # DOE – **2014-13 - Highly Qualified Teachers and Improving Teacher Quality State Grant Program**.” The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM local time on February 21, 2014**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

### **3. Proposal Modifications**

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

### **4. Proposal Costs and Expenses**

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

### **5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **October 15, 2014**. The DDOE reserves the right to ask for an extension of time if needed.

### **6. Late Proposals**

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

### **7. Proposal Opening**

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

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

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

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

### **9. Concise Proposals**

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

## **10. Realistic Proposals**

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

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

## **11. Confidentiality of Documents**

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

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

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

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

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

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

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

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

**a. Primary Vendor**

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

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

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

**b. Sub-Contracting**

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

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

**c. Multiple Proposals**

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

**13. Sub-Contracting**

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

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

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

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

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

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

DDOE will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on DDOE's website at <http://www.doe.k12.de.us/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 **February 7, 2014**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on <http://bids.delaware.gov>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **21. Award of Contract**

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

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

#### **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 of DDOE will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

#### **1. Proposal Evaluation Team**

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

#### **2. Proposal Selection Criteria**

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

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

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

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

The Team reserves the right to:

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

**a. Criteria Weight**

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

<b>Criteria</b>	<b>Weight</b>
Identification of local need	<b>15 pts</b>
Goals of the Project	<b>20 pts</b>
Description of the Project Activities	<b>20 pts</b>
Evaluation Plan	<b>20 pts</b>
Role of Key Project Personnel	<b>10 pts</b>
Adequacy of Resources and Cost Effectiveness	<b>15 pts</b>
<b>Total</b>	<b>100pts</b>

**3. Proposal Clarification**

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

**4. References**

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

## **5. Oral Presentations**

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

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

## **D. Contract Terms and Conditions**

### **1. General Information**

- a. The term of the contract between the successful bidder and DDOE shall be for one year with 4 possible extensions for a period of 1 year for each extension.
- b. The selected vendor will be required to enter into a written agreement with 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:

**Constance A. Lindsay, PhD  
Deputy Officer, Teacher Leader Effectiveness Unit  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639**

**e. Indemnification**

**1) General Indemnification.**

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

**2) Proprietary Rights Indemnification**

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

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

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

conform to the requirements of the Contract, or only alters the Product(s) to a degree that DDOE agrees to and accepts in writing.

**f. Insurance**

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

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

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

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

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

**g. Performance Requirements**

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

**h. Warranty**

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

**i. Costs and Payment Schedules**

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

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

**j. Penalties**

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

**k. Termination for Cause**

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

**l. Termination for Convenience**

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

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

**m. Non-discrimination**

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

**n. Covenant against Contingent Fees**

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

**o. Vendor Activity**

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

**p. Work Product**

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

**q. Contract Documents**

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

**r. Applicable Law**

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

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

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

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

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

**s. Scope of Agreement**

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

**t. Other General Conditions**

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

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

u. **Technology Standards**

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

## **E. RFP MISCELLANEOUS INFORMATION**

### **1. No Press Releases or Public Disclosure**

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

### **2. RFP Reference Library**

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

### **3. Definitions of Requirements**

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

### **4. Production Environment Requirements**

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

### **5. Office of Minority and Women Business Enterprise**

Minority and women business enterprises are encouraged to visit <http://gss.omb.delaware.gov/omwbc/index.shtml>