

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE JOB-EMBEDDED EDUCATOR SUPPORTS TO THE STATE’S  
PROFESSIONAL LEARNING COMMUNITIES (PLCs)  
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION  
RFP # DOE 2014-18**

**I. Overview**

The State of Delaware Department of Education, (DDOE) seeks a **comprehensive support system to sustain the successes of Professional Learning Communities (PLCs) throughout the State and to assist LEAs in the implementation of the Common Core State Standards and other newly adopted state content standards.** 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: April 7, 2014
Cut-off Date for Questions:	Date: April 17, 2014
Deadline for Receipt of Proposals	Date: May 8, 2014
Notification of Award	Date: May 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

### 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, now in its fourth year of implementing its plan to become the best performing school system in the country, is poised to leverage the successes achieved through Race to the Top and continue toward true systemic change that ultimately leads to increased success for all students in Delaware.

Through its Race to the Top efforts, the State has made significant gains in student achievement through the following strategies:

- Setting high standards for college- and career- readiness, and measuring progress with high quality assessments and excellent data systems
- Recruiting, retaining, developing, and supporting great teachers and leaders who can help all students meet high standards
- Building core capabilities to promote great teaching and leadership
- Accelerating improvements in the State's high-need schools
- Building capacity to deliver against goals

A centerpiece of Delaware's overall reform strategy has been the state's implementation of Professional Learning Communities (PLCs), which provides educators and leaders with 90 minutes of weekly collaborative planning time to increase opportunities for collaboration between educators and to improve data driven decision-making in schools and classrooms. One of the key elements to ensuring continued sustainability of high-quality PLCs will be the state's **Professional Learning Communities Support System (PLCSS)**.

The Professional Learning Communities Support System will take advantage of all student and educator data made available through Delaware's state-of-the-art longitudinal data systems and provide the necessary resources and coaching to strengthen Local Education Agencies' ability to effectively use data, strategically implement Common Core State Standards (CCSS) and other content standards adopted by the State, and sustain a statewide PLC culture that promotes meaningful and collaborative efforts within schools and districts.

The Professional Learning Communities Support System will operate throughout the State. Delaware's K-12 educational system has the following characteristics:

- Statewide enrollment of more than 138,000 students, including diverse student populations and high mobility rates among some groups
- 40 Local Education Agencies (LEAs), including 19 districts and 21 charter schools, with enrollments ranging from several hundred students to over 17,000
- 204 rural, urban and suburban schools

Within the system, Professional Learning Community approaches have many similarities, while simultaneously being at different levels of implementation:

- Educators and leaders possess a range of data skills including novice, intermediate, and advanced ability to interpret data and respond to it in the school and/or classroom
- PLC structure, differentiation and implementation varies within LEAs as well as across LEAs
- Approaches to job-embedded professional development (through data analysis, instructional planning, and cross-collaboration) have been embraced in different degrees across all Delaware schools

## **B. Overview of service requested**

In order to support the execution and sustainability of high-fidelity Professional Learning Communities within Delaware, DDOE is now issuing this Request for Proposals for vendors to staff and implement its Professional Learning Communities Support System, described below.

The State seeks to offer a comprehensive suite of high-impact supports and resources that provide a substantial return on investment within the following three focus areas:

1. Sustaining a statewide PLC culture of data collection and analysis that promotes meaningful and collaborative efforts within schools and districts,
2. Supporting LEAs in the strategic implementation of the Common Core State Standards (CCSS), and other newly adopted content standards and,
3. Strengthening Local Education Agencies' ability to effectively use data, at the PLC, school leadership, and district leadership levels.

For the 2014-2015 school year, the Professional Learning Communities Support System project will include between 40 and 80 "Educator Teams" representing LEAs from across Delaware. Each "Educator Team" will be comprised of district and/or school leadership, teachers, and/or other educator groups.

Vendor(s) shall:

- Provide 4-6 coaches that will support participating "educator teams" to ensure high-quality PLC delivery and sustainability, with a focus on using PLCs to make data driven decisions around assessment, curriculum, and instruction.

*NOTE: While the vendor will have responsibility for providing the coaches, the State will participate in the selection, placement, and removal of coaches from the program, and may accept or reject coaches provided by the vendor at any time.*

- Ensure that the project:
  - Is flexible and responsive to context and the needs of those using the services offered while simultaneously having a clear model/theory of action that it believes leads to successful PLCs
  - Provides status reports on progress: 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.

- Creates monitoring systems and collects data measuring the effectiveness of all services offered; this must be provided by the vendor and will be used in evaluation of the vendor's services.

The PLC Coaches shall:

- Offer blended professional development courses/sessions for teacher and leaders on effective PLC implementation. The focus of these courses/sessions will be on supporting the “Educator Teams” as they build the necessary school and/or district level processes and systems that lead to high quality PLC delivery and sustainability. The electronic versions of the professional development courses/session will be housed within DDOE’s Professional Development Management System (PDMS) and will become the property of the Department.
- Work with the “Educator Teams” in a three-phased Assessment Development approach. In Phase I, the coaches will build and deliver assessments that are aligned to newly adopted content standards and accurately reflect student progress towards meeting those standards. For Phase II, coaches will work side-by-side with the “Educator Teams” to build assessments. During Phase III, the coaches will support “Educator Teams” as they develop their own high-quality assessments. All assessments that are developed as part of the PLCSS will become the property of DDOE and/or the LEAs.
- Deliver a proven framework designed to support teachers and leaders as they implement a systematic approach for teaching and assessing newly adopted content standards, as well as monitoring school/district progress towards successful execution of those standards.
- Offer blended professional development courses/sessions (within PLCs or outside of PLCs, pending DDOE/LEA approval) for teachers and leaders focused on standards literacy, assessment literacy, and assessment development. The electronic versions of the professional development courses/session will be housed within DDOE’s Professional Development Management System (PDMS) and will become the property of the Department.
- Offer blended professional development courses/sessions for teachers and leaders that will continue the State’s work around data literacy and usage. The electronic versions of the professional development courses/session will be housed within DDOE’s Professional Development Management System (PDMS) and will become the property of the Department.

### **C. Detail on services requested – key requirements**

The five key requirements for Professional Learning Communities Support System services are described in further detail below:

1. Following a proven approach to instructional planning, implementation, and progress monitoring
2. Analyzing, drawing conclusions from data
3. Facilitating collaborative planning sessions to build technical and pedagogical skills for PLC execution, and providing feedback

4. Being flexible and responsive to build strong relationships and a culture that values open discussion and responsiveness to PLCs, newly adopted content standards implementation and using data to inform instruction

### **1. Following a proven approach to instructional planning, implementation, and progress monitoring**

The goal of the Professional Learning Communities Support System project is to strengthen the skills of the State's educators and leaders to leverage high-quality PLC work to drive newly adopted content standards implementation and to ensure instructional decisions are founded in extensive data analysis. To accomplish this, the vendor must draw upon a methodology that is grounded in evidence-based research about high-quality professional learning communities, data-driven instruction and Common Core State Standards implementation, uses proven coaching and professional development strategies, and that demonstrates the link between this methodology and increased student achievement.

This approach should include an assessment of the participating educator teams' ability to:

- Develop systems and processes that lead to high-quality PLC execution and sustainability, notably Assessment Development
- Design and deliver a strategic and systematic implementation plan for newly adopted content standards
- Analyze and respond to data, and
- Create goals for the progression of school and/or district PLC and CCSS efforts, and checkpoints along the way to monitor development

It should also include a planned progression of skills for the cohort over the year-long period of services, including but not limited to strengthening assessment creation and analysis skills. Services offered towards the end of the contract term should be different from the first in style and substance, as the support services phase-out and educator teams begin to work more independently as a result of the skills that were developed during their participation in the Professional Learning Communities Support Systems project.

### **2. Analyzing, drawing conclusions from data**

Coaches must be familiar with the variety of Delaware data sources available to educators and leaders within the State, including DCAS, DASER, and other Delaware data sources, and must be adept at analyzing and drawing conclusions from student data. In addition, coaches must recognize how the type and quality of data available informs insights that can be drawn from data, and how to build data systems from any Assessment Development work done by coaches and educators.

### **3. Facilitating collaborative planning sessions to build technical and pedagogical skills for PLC execution, to ensure PLCs support the data driven and/or newly adopted content standard implementation efforts taking place in participating schools/districts.**

During these collaborative sessions, coaches will help educators/leaders build the skills necessary to leverage effective PLCs to teach, assess and monitor CCSS progress, and

analyze and respond to student data from various data systems available in Delaware. Together with the coaches and their colleagues, teachers will use available data to adjust lesson plans and instructional strategies. Coaches will reinforce the link between input (data) and output (lesson plans and instructional techniques) and highlight the importance in using PLCs and data to drive student achievement. The centerpiece of much of this work will be the Assessment Development work led by PLC Coaches.

Armed with new strategies, lesson plans, and/or instructional techniques that have been revised using insights from student data, teachers will adjust their instruction in their classrooms, and leaders will build school and/or district systems that build collaboration and consensus around standards-based efforts. In addition, coaches will draw on insights during collaborative planning sessions to facilitate open discussions about continuous improvement related to PLCs and newly adopted content standards implementation.

In addition, coaches will ensure that sessions **include follow up on results** from the implementation of new techniques in the classroom, school and/or district. In this way, the collaborative time should encourage rapid and continuous adjustments of instructional techniques based on student data, resulting in a short cycle of continuous improvement.

Throughout, coaches will facilitate a collaborative discussion among teachers/leaders, so that they can learn from their colleagues as well as the coach. The purpose of the coach's participation should be to build skills rather than provide answers. For example, through these discussions, teachers will improve their ability to develop lesson plans and appropriate assessments that are aligned to CCSS.

#### **4. Being flexible and responsive to build strong relationships and a culture that values open discussion and responsiveness to PLC and CCSS implementation as well as using data to inform instruction**

Across all of the services provided, the vendor must remain flexible, adapting their approach according to the unique attributes of the State, the district, the school, and the individuals at hand.

With respect to the State, the LEAs and the school, the vendor **must integrate their work with existing initiatives**, as well as accommodate any other location-specific variances they encounter. For example, some charter LEAs and district LEAs may necessitate differentiation in coaching service delivery. In addition, the vendor will need to clarify their relationship with individuals already operating within a school or district to support PLC, newly adopted content standards implementation and/or data drive decision efforts. They will also need to understand each school leader's strategies around PLC, content standard implementation and data work in general.

With respect to the educator teams, coaches must adjust their approach for a range of educator/leader skills, understanding, and learning styles. Coaches must adjust their facilitation of collaborative planning sessions to accommodate situations where educators/leaders are developing skills at different rates. This could result in a heavier or lighter facilitation style or new approach to conveying the material.

Most importantly, the vendor must overcome their position as outsiders, possibly with less instructional experience than some educators/leaders, in order to build strong,

collaborative relationships with those they are working with. The ultimate goal of the Professional Learning Communities Support Systems project is to strengthen the skills of the State's educators and leaders to leverage high-quality PLC work to drive newly adopted content standards implementation and to ensure instructional decisions are founded in extensive data analysis.

**D. Duration of contract**

This contract may be awarded to, or split among, multiple vendors.

The anticipated length of the contract is approximately 14 months, and may be renewed for up to three additional periods of 12 months pending DDOE program review.

The selected vendor or vendors will be responsible for providing the full suite of PLC support services for the entire duration of this contract.

## **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.
3. (Any other minimum criteria required)

### **B. General Evaluation Requirements**

Each proposal submission must contain the following information.

1. **Cover Page**  
The cover page must be the first page of the application.
2. **Program Abstract**  
Concisely describe the Professional Learning Communities Support Systems project to be implemented and the intended results.
3. **Program Narrative**  
Proposals will be evaluated based on information provided in this section. The narrative must be organized under the following major headings:
  - A. Need
    - a. Describe your understanding of the need to be addressed
  - B. Services requested
    - a. Describe the program you would provide, addressing the full range of services requested, including all key requirements, and clearly articulation your methodology and approach
    - b. If you find certain services requested to be unrealistic, please explain why your experience, methodology and/or capacity make these elements untenable. Proposals which offer alternate approaches to those outlined will be considered, but must be very compelling
  - C. Program plan and alignment
    - a. Attach your program plan (activities by month), with a sample curriculum in the appendix of your proposal
    - b. Discuss how your approach is aligned with Delaware's reform agenda
    - c. Discuss how PLC Support Systems will fit into Delaware's reform agenda

- d. Discuss how you will measure the success of your PLC Support System and revise your approach based on findings, and how the metrics will feed into the status reporting noted above

D. Evidence of effectiveness

- a. Discuss the research basis for your methodology
- b. Describe previous similar engagements:
  - i. Discuss how your experience is appropriate to Delaware in terms of services provided and similar context (e.g. urban/rural dynamic, teacher/leader skill level, size of collaborative planning groups)
  - ii. Demonstrate that student achievement rose as a direct result of your previous engagements
  - iii. Submit three case references in your appendix to this proposal, with contact information

E. Evidence of capacity

- a. Discuss how you managed a past engagement of similar scale to Delaware. If you do not have experience on a similar scale, provide evidence of your ability and plan to scale up, including milestones, dates and activities, and how you will ensure that this process will not dilute the quality of the Professional Learning Communities Support Services project
- b. Discuss your organizational capacity
  - i. Provide your number of employees, number of coaches currently on staff, annual revenues and any other pertinent management information
  - ii. Discuss your employment strategy (e.g. the percentage of time coaches will spend in coaching sessions versus travel)
  - iii. Discuss how you will accommodate the geographic and scheduling challenges of this engagement (e.g. coaches will be responsible for multiple schools and will have limited time during the day for preparation)

F. Evidence of organizational expertise

- a. Discuss how you will ensure consistent standards across coaches and across services delivered in terms of methodology, expertise, and experience
- b. Discuss how your leadership team, including the proposed project manager, possesses the experience, vision and commitment to guide this engagement. Please include biographies of key leaders, including your proposed project manager, in the appendix of your proposal
- c. Discuss the centralized administrative and leadership support you will provide to your coaches and others that deliver the suite of services

G. Evidence of coach expertise

- a. Discuss your coach recruitment and selection process, including where you will recruit/select from, the percentage of coaches you expect to be from in-state, and the percentage of coaches you expect to have in-state experience (vs. those who are from out-of-state, or who have no

Delaware experience.) Special consideration may be given to vendors who can offer high quality coach candidates who are from Delaware, or who have Delaware experience, all other things being equal

- b. Discuss your initial and ongoing training programs for coaches, particularly with respect to how they reinforce your methodology, build relevant expertise, and ensure proper motivation, continued professional growth and knowledge of evolving technologies. Please also specify when you would expect to train coaches in preparation for deployment as part of this program. Coaches should complete their training (other than ongoing professional development) before deployment as part of the Professional Learning Communities Support System project
- c. Discuss your coach evaluation system, including data sources, criteria for evaluation, weighting of criteria, and frequency of evaluation.
- d. Please explain the rewards and consequences that accompany evaluation, and how they are applied, including recognition of great coaches, and identification and removal of unsatisfactory coaches.
- e. Provide sample biographies of data coaches in the appendix

#### H. Budget and Narrative

In the appendix, provide a budget and budget narrative that describe the fiscal scope and requirements of your proposal, including, but not limited to:

- Cost of coaching services
- Cost of blended professional development courses/sessions
- Administrative cost
- Coach training cost
- Coach recruitment cost
- Estimated coach expenses given deployment plan (e.g. in-state travel, out-of-state travel)

Please discuss how you calculated each figure in your proposed budget.

## **Professional Services RFP Administrative Information**

### **A. RFP ISSUANCE**

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

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

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

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

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

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

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

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

**Jonathan Neubauer**  
**Delaware Department of Education**  
**401 Federal Street, Suite #2**  
**Dover, DE 19901-3639**  
**jon.neubauer@doe.k12.de.us**

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

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

DDOE may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact 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 8 paper copies and 4 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 25 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc.
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1”) side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM local time** on **May 8, 2014**. The outside of the proposal package must be clearly labeled “RFP # DOE – **2014-18 – Job-Embedded Educator Supports To The State’s Professional Learning Communities (PLCs)**.” 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 **May 8, 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 **November 8, 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 shall be posted on DDOE's website at <http://www.doe.k12.de.us/rfplisting/> by **April 17, 2014**. 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 **April 17, 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:

Criteria	Weight
<b>1. Understanding of need/ Proposal to deliver services Requested/ Quality of program plan and alignment</b>	<b>30</b>
<b>2. Evidence of effectiveness</b>	<b>25</b>
<b>3. Evidence of capacity</b>	<b>10</b>
<b>4. Evidence of organizational expertise</b>	<b>10</b>
<b>5. Evidence of coach expertise</b>	<b>10</b>
<b>6. Budget narrative and cost-effectiveness</b>	<b>15</b>
<b>Total</b>	<b>100%</b>

**3. Proposal Clarification**

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

#### 4. References

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

#### 5. Oral Presentations

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

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

### D. Contract Terms and Conditions

#### 1. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for **fourteen months** with **three** possible extensions for a period of **twelve months** 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:

**Jonathan Neubauer  
Delaware Department of Education  
401 Federal Street, Suite #2  
Dover, DE 19901-3639**

**e. Indemnification**

**1) General Indemnification.**

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

**2) Proprietary Rights Indemnification**

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

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

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

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

**f. Insurance**

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

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

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

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

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

**g. Performance Requirements**

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

**h. Warranty**

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

**i. Costs and Payment Schedules**

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

DDOE will require a payment schedule based on defined and measurable milestones. Payments for services will not be made in advance of work performed. DDOE 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 Supplier Diversity**

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