REQUEST FOR
PROPOSALS FOR PROFESSIONAL SERVICES
Delaware System of Student Assessment in Social Studies
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
RFP # DOE 2016-14

I. Overview

The State of Delaware Department of Education (DDOE), seeks proposals from qualified Vendors experienced in online, web-based student assessment test delivery, scoring and related services, and Rasch scoring methodology to provide a web-based testing system for social studies. The State of Delaware is enhancing and strengthening the Delaware System of Student Assessment (DeSSA), in place since 2010, by redesigning its Social Studies assessments. The State of Delaware will use test results from this content area, as well as those from English Language Arts, Mathematics, and Science, as part of its accountability system.

The initial term of the resulting Contract(s) will be from the Contract's effective date, on or about November 1, 2016, through June 30, 2021. The DDOE reserves the right to extend any contract awarded as a result of this Competitive Sealed Proposal (CSP) for as many as five additional annual contracts if it is deemed to be in the best interest of the State of Delaware.

For the 2016-2017 contract year, DDOE anticipates the Contractor will begin development of items and test forms for the assessments described herein. DDOE anticipates implementation to begin in the 2017-2018 contract year.

Funding for Contract(s) resulting from this Competitive Sealed Proposal (CSP) is contingent upon approval by the Delaware General Assembly each year of appropriations, limitations, or other expenditure authority. Contract(s) become final upon the execution of a State of Delaware purchase order. If all qualified proposals exceed the DDOE's budget, the DDOE reserves the right to negotiate in accordance with 29 *Del. C*. §6924(g).

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: July 22, 2016
Deadline for Questions	Date: August 19, 2016
Response to Questions Posted by	Date: August 26, 2016
Deadline for Receipt of Proposals	Date: September 9, 2016 at 3:00 PM EST
Estimated Notification of Award	Date: October 18, 2016

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter

must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware Department of Education reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PRE-BID MEETING

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

Background

The Delaware System of Student Assessments (DeSSA) is the statewide system of assessments designed to measure student achievement of state content standards or any assessment that may be administered, managed, and/ or required as determined by the Department of Education for use in Delaware public schools. Social Studies is a subject mandated by state regulation to be assessed, and is therefore included in the DeSSA framework.

The current social studies assessment is an online fixed-form test with 48 items given in grades 4 and 7 and a High School End of Course assessment for U.S. History. The assessment is aligned with the Delaware State Social Studies Standards, recently updated in April 2016. The Standards-Based Score for social studies is reported on a single longitudinal scale based on Item Response Theory (IRT).

Accountability

The proposed Social Studies DeSSA assessments lie within the accountability formula currently in use by DDOE and are part of Delaware's work to ensure every student is college- and career-ready.

The current Delaware School Success Framework (DSSF) will apply to all schools and districts in the state. This Framework raises the expectations for students, schools and districts, and is focused on college and career readiness and includes multiple measures that honor the complexity of school performance. The DSSF is an index made up of four categories (Academic Achievement, Growth, On Track to Graduation, and College and Career Readiness), which include nine (elementary and middle schools) to twelve (high schools) individual measures. The measures are:

Academic Achievement

1. **Proficiency in English Language Arts (ELA) adjusted for Participation rate** – Proficiency of full academic year students in grades 3-8 on Smarter ELA and grade 11 on SAT ELA multiplied by the school/district participation rate on that assessment.
2. **Proficiency in Mathematics adjusted for Participation rate** – Proficiency of full academic year students in grades 3-8 on Smarter Mathematics and grade 11 on SAT Mathematics multiplied by the school/district participation rate on that assessment.
3. **Proficiency in Science adjusted for Participation rate** – Proficiency of full academic year students in grades 5, 8 and 10 in Science multiplied by the school/district participation rate on that assessment.

4. **Proficiency in Social Studies adjusted for Participation rate** – Proficiency of full academic year students in grades 4, 7 and the high school social studies assessment multiplied by the school/district participation rate on that assessment.

Growth

1. **Growth in ELA** – Amount of growth in ELA demonstrated at the school level from full academic year students.
2. **Growth in Mathematics** – Amount of growth in Mathematics demonstrated at the school level from full academic year students.

On Track to Graduation

1. **Average Daily Attendance (ES/MS)** - Total number of days of attendance for all students divided by the total number of school days in a given year.
2. **On Track in 9th Grade (HS)** - Percent of 9th grade students that have earned at least four credits by July 31 in four of the following areas: ELA, Mathematics, Science, Social Studies and/or Foreign Language.
3. **Four year Cohort Graduation Rate (HS)** - The percentage of students who graduate from a secondary school with a regular high school diploma within four years.
4. **Five year Cohort Graduation Rate (HS)** - The percentage of students who graduate from a secondary school with a regular high school diploma within five years.
5. **Six year Cohort Graduation Rate (HS)** - The percentage of students who graduate from a secondary school with a regular high school diploma within six years.

College and Career Preparation

1. **Growth to Proficiency in ELA (ES/MS)** - Percent of full academic year students on track to be proficient in ELA in less than three assessment periods or by 11th grade
2. **Growth to Proficiency in Mathematics (ES/MS)** - Percent of full academic year students on track to be proficient in Mathematics in less than three assessment periods or by 11th grade
3. **College and Career Preparation (HS)** – Percent of 12th grade students who have demonstrated success on one or more examples of college and career preparation in high school

This RFP is divided into sections for Social Studies (IIA), and Technical and Other Requirements (IIB) which apply to both Section IIA and IIB.

- The Vendor shall provide costs associated with the project and each phase of the work described in the RFP.
- A budget shall be included with the final proposal.

The DDOE seeks innovation in assessment and the pricing for assessment. Therefore, cost proposals must be developed in such a manner that DDOE can choose an optimum combination of services that address the following options:

- Vendor providing and hosting online reporting system or a Vendor providing online reporting system and DDOE hosting the online reporting system or Vendor providing electronic data in specified formats for use in a State reporting system.
- An innovative approach to full implementation of the system that minimizes and/or amortizes costs over a longer period of time. Vendors may use strategies such as planned phase-in of system elements; innovative solutions for reducing costs of

developing and maintaining an item bank; and/or developing State consortia for items, application design and development.

The Office of Assessment of the Department of Education will facilitate all aspects of the DeSSA. A contract manager will be designated who will serve as the point of contact between the Vendor and DDOE.

II. Scope of Services

The purpose of this RFP is to solicit support in the design and execution of a system of online assessments to be implemented for social studies. Design and content decisions will be vetted by a content expert at the Delaware Department of Education (DDOE) and content advisory committees to include representatives from DDOE, advocacy groups, schools and districts, and associations. The Vendor will be responsible for the following:

a. Participating in meetings with the Delaware Department of Education and appropriate advisory committees.
b. Developing, managing, administering, and maintaining the social studies assessment and schedule, based on the approach, methodology, and tools suggested by the Delaware Department of Education.
c. Designing and generating student, school, district and state reports of student performance in social studies in coordination with the Delaware Department of Education.

Assessment Design

The State of Delaware has measured student proficiency in social studies using an online testing format since 2010. This redesigned assessment will require students to demonstrate college- and career-preparation using a range of higher-order analytical thinking and performance skills. The DeSSA assessments will:

- use complex informational texts as stimuli for items. The term 'complex informational text' in social studies can refer to such documents as photographs, charts, tables, graphs, and maps. Multiple formats of authentic, previously published texts may be used as stimuli, including written, audio, visual, and graphic, as technology and assessment constraints permit. Animation and simulation may be used where appropriate.
- consist of test questions, tasks, and/or prompts, as appropriate, which may demand that students read complex informational texts carefully and deeply and use specific evidence from increasingly complex texts or from informational data sets to obtain or infer and defend accurate responses.
- require students to demonstrate a range of higher-order, analytical thinking and performance skills in reading, writing, and research based on the depth and complexity of Delaware Social Studies Standards and the Common Core State Standards for Literacy in History/Social Studies (grades 6-12 only) allowing robust information to be gathered for students with varied levels of achievement. A significant portion of total score points come from items that demonstrate a deeper level of knowledge (e.g., represent the high complexity levels designated by taxonomies of cognitive demand).
- require students of social studies to demonstrate college- and career-preparation (at

the appropriate grade level) in writing, academic and technical vocabulary knowledge and strategies, the use of language and its conventions, and make connections across contexts.

- require students to demonstrate research and inquiry skills, demonstrated by the ability to find, process, synthesize, organize, and use information from multiple sources and/or data sets.
- be assembled with the highest regard for psychometric integrity.

The project and work expected from the Vendor will be based on the following estimated timeline.

	2016-17 SY	**2017-18 SY**	**2018-19 SY**	**2019-20 SY**	**2020-21 SY**
Social Studies	Item and Test Development	Field test in 3 grades and continued Item Development	Summative in 3 grades and continued Item Development	Summative in 3 grades and continued Item Development	Summative in 3 grades and continued Item Development

Potential Timeline and Deliverables

Date	Action	Deliverable
July 2016 – November 2016	Development, release, and finalization of RFP process	Vendor contract complete
November 2016 – February 2017	DDOE and Vendor determine the blueprints for each test form in 3 grades DDOE and Vendor determine Item Specifications Item Development/Internal Review	Blueprints for each test form in 3 grades Item Specifications for each type of item Rough Draft Items
February – March 2017	Item Development/Internal Review Batch 1	Batch 1 Rough Draft Items
March – April 2017	Item Development/Internal Review Batch 2	Batch 2 Rough Draft Items
April – May 2017	Item Development/Internal Review Batch 3	Batch 3 Rough Draft Items
May – June 2017	Item Development/Internal Review Batch 4 DDOE and Vendor review online systems - UAT	Batch 4 Rough Draft Items UAT of online systems
June – July 2017	Content Advisory and Fairness/Bias review of new items	New Items (approved) for assessments

July – August 2017	Content Advisory and Fairness/Bias review of new items	New Items (approved) for assessments
August – September 2017	Review and Field Testing/UAT Hand-Scoring System	Reliable Hand-Scoring System
October – November 2017	Content Advisory and Fairness/Bias review of new items	New Items (approved) for assessments
November – December 2017	Internal development Production of testing manuals/guides Reporting criteria Translation	Production of testing manuals/guides Reporting criteria Translation
December – January 2017	Online activity Review	Appropriate Item Function Online
January – February 2017	Final UAT	Final UAT – Online Tests ready for delivery
May – June 2017	Implement Field Test	Field Test Data

Development of Test Specifications

In collaboration with the DDOE, the Vendor shall be responsible for development of the test specifications for each assessment which will include the basic test design/blueprint, minimum number of items for each content standard, specifications for multiple-choice, technology-enhanced, and constructed-response items, content parameters for each test, etc. These specifications will be used to guide the item development and test form construction.

IIA. Requirements and Scope of Work for Social Studies

The Vendor will be responsible for the development, management, administration and maintenance of the social studies assessment and schedule, based on the approach, methodology, and tools suggested by the Delaware Department of Education. The Vendor will be responsible for regular reporting against the plan and recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.

The Social Studies DeSSA is designed to:

- measure all four social studies content areas - civics, economics, geography, history - and the Common Core State Standards for Literacy in History/Social Studies (CCSS) equally;
- measure all standards of each content area;
- measure the standard at the grade cluster level. This description of the standard contains both the concept of that content (civics, economics, geography, and history) and the level of critical thinking that should be achieved by the student through classroom instruction and assessment.

The Social Studies item clusters and items on the DeSSA should be designed to measure how well a student understands the concept identified in the standard; applies knowledge and understanding using the skill or process identified in the standard; and connects knowledge to the concept and skill/process in order to explain, support, or justify an explanation. It is the DDOE's intention that individual items and item clusters in Social Studies have the CCSS expectations embedded, with items either targeting a CCSS Literacy in History/Social Studies expectation directly, or using the CCSS skill to respond to a social studies prompt. Reporting of the CCSS will be determined by the test design and blueprint.

Achievement of the Delaware Social Studies Standards requires students to analyze or apply knowledge and understanding to a new context or situation. Students make that transfer of knowledge and understanding when they apply their understanding of the standard to the context of the item(s). These standards also require an emphasis on critical analysis, problem-solving, and application of knowledge. Items should center on students demonstrating understanding by transferring concepts into new contexts rather than recalling correct answers. Students should demonstrate understanding, analysis, and application by using the tools of social studies “to think with” — maps, charts, graphs, diary and journal entries, photographs and drawings, newspaper headlines, political surveys, etc.

The Vendor will be required to develop an online, fixed form summative assessment system in one elementary school grade, one middle school grade, and one high school grade focused on the Delaware Social Studies Standards and/or the Common Core Standards for Literacy in History/Social Studies. (The particular grade levels will be determined by the time that development begins and a contract is awarded.) Each assessment will require item clusters with varied item types addressing concepts and skills inherent in these standards with each question. Additional stand-alone items measuring Delaware Social Studies Standards and/or the Common Core Standards for Literacy in History/Social Studies will be included to complete the test form(s).

It is expected that the test format will be a partial matrix design with a common set of anchor items and a separate set of matrix items to increase standard coverage while reducing testing time and burden for students.

To ensure proper test security and item longevity, three to four forms will be necessary for each assessment. Item development will be the responsibility of the Vendor with content advisory oversight and review being the responsibility of Delaware educators. The Delaware Content Advisory Committee will also develop items to be published by the Vendor.

Basic Terminology

To provide additional clarity, an outline of the assessment terminology used throughout this document is provided in this section. Many of these terms are relevant to assessment in general, but may have a specific meaning when referenced in the context of social studies assessment and item clusters.

- ***Item cluster*:** A set of interrelated items that are linked to a common stimulus (or set of stimuli).
- ***Item:*** An individual assessment element, within the structure of an item cluster, that includes item-specific stimulus material (optional), a question/prompt, answer/options or an answer field, scoring criteria, and metadata.

- ***Item part*:** The smallest element requiring a response within an item. (An example might be a two-part item consisting of a multiple-choice item part followed by a constructed-response item part that asks the student to explain the answer chosen in the multiple-choice item part.)
- ***Item type*:** The most general description of the assessment format of a particular item, divided into three main categories: selected response, constructed response, and technology-enhanced items.
- ***Selected response*:** An item type in which the response consists of one or more options chosen from a list of options.
- ***Constructed response*:** An item type in which the response is text or graphical symbols (e.g. a supply and demand graph) that are entered into a field.
- ***Technology-enhanced item*:** A computer-delivered item type in which the response requires specialized computer interaction that is beyond selected response or constructed response interactions.
- ***Item subtype*:** A specific assessment format available within an item type (e.g., multiple choice and multiple select are subtypes of the selected-response item type).
- ***Stimulus:*** A component of the cluster that DDOEs not directly require a student response. A stimulus can include one or more of the following: text, audio, video, animation/simulation, experimentation, activity, and/or demonstration. "Text" in social studies can refer to a written passage, graph, chart, table, map, survey results, or other authentic, previously published work.
- ***Stem:*** The statement of an item question or prompt to which the student responds.
- ***Performance Expectation (PE)*:** The assessable unit, or grade-cluster benchmark, of the Delaware Social Studies Standards and the CCSS for Literacy in History/Social Studies.
- ***Performance Expectation grouping*:** A selection of 2–3 PEs to be assessed together within an item cluster.
- ***Social Studies context*:** The main idea upon which an item cluster focuses that provides the context necessary to determine which PEs can be bundled together naturally. Interdisciplinary, integrated approaches that require understanding of historical contexts and application of skills to contemporary issues are essential to help students understand both the boundaries and the relationships between the four disciplines of social studies. Examples of social studies context that could be considered for the main idea include: explaining patterns of historical continuity and change, analyzing solutions for reducing poverty, examining immigration effects and policies, predicting the effects of fiscal and monetary policy, understanding civil rights and due process, explaining the role of banks in the community and economy, evaluating the impact of changes to ecosystems, understanding the processes that affect the location of economic activities, monitoring international trade, understanding responsibilities of citizenship, participating in conservation efforts or with volunteer organizations tackling social concerns.

Item Types and Test Format

The Social Studies DeSSA should mirror how content is taught and tested in the classroom and must be structured in a manner that supports an evidence-based approach to gathering the information necessary to support a specific claim about what a student knows and is able to do. These claims are found in the Delaware Social Studies Grade-Cluster benchmarks and the

CCSS for Literacy in History/Social Studies. These may be grouped together as Performance Expectations (PEs) for an item cluster.

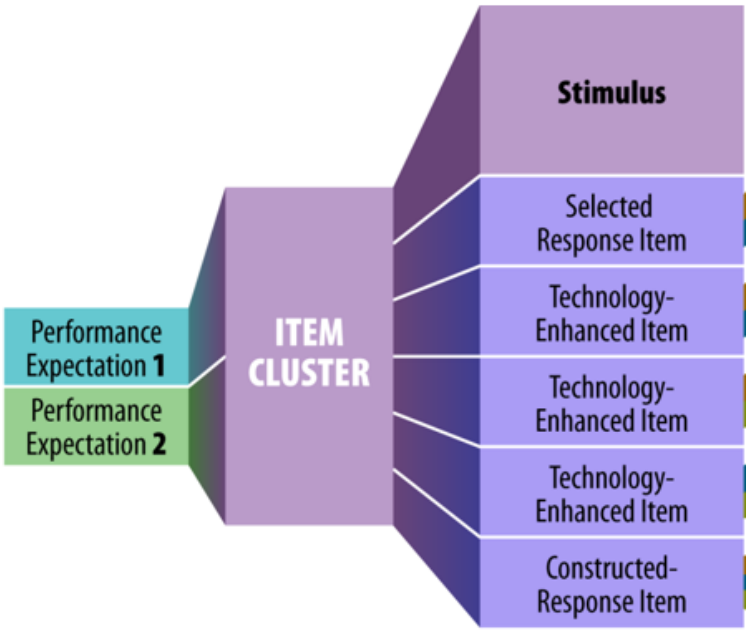
Stand-alone items may include multiple item types, listed in Table 1 (page 10). Item clusters will be made up of item stimuli with varied item types connected to each stimulus addressing the targeted PEs with each question. Each item stimulus will address all aspects of the PEs when all associated items are taken into consideration.

The first step in item cluster development entails making inferences about what students should know and be able to do from the PEs. Delaware Social Studies Standards and the CCSS for Literacy in History/Social Studies may be bundled to support rich item clusters, as a teacher might do in the process of investigating and explaining an overarching social studies context.

An integral part of an item cluster is the stimulus, which should be based on real-world social studies contexts that are representative of topics studied and learned in the classroom. Item clusters or assessment tasks consisting of a stimulus and a variety of item types connected together around the main idea in a social studies context are the key components of a DeSSA social studies assessment. Once the foundation of an assessment is formed with several item clusters, scaffolding within and across assessment tasks can help guide students through a series of progressively more challenging interrelated questions to better provide evidence of the knowledge and skills of students across a wide range of ability and understanding.

The structure shown in Figure 1 represents the architecture of a sample item cluster. Each item in the item cluster can align to one or more PEs; each item provides scaffolding, with the amount of scaffolding decreasing as students progress through the item cluster. Prototype items will inform the development of the Item Specifications Guidelines.

Figure 1. Architecture of sample item cluster for Social Studies.



Multiple item types will be necessary as stand-alone and within each item cluster to reach the full expectation of each Delaware Social Studies Standards or CCSS for Literacy in History/Social Studies being assessed.

Table 1. Item Type and Subtypes.

ITEM TYPES	
Item Type:	**Selected response**
Subtypes:	Multiple choice, single correct response
	Multiple choice, multiple correct responses (multiple select)
	Matching tables (with True/False or Yes/No)
	Inline choice
	Hot spot
	Two-part multiple choice, with evidence-based response
Item Type:	**Technology enhanced**
Subtypes:	Slider
	Data inspector
	Graphing
	Function graph
	Composite graph
	Bar graph
	Fraction model (circle graph)
	Interactive number line
	Zoom number line
	Drag and drop
	Hot text
	Text extraction
Item Type:	**Constructed response (essay)**
Subtypes:	Short text
	Equation (numeric)
	Cloze text

	Table text

As defined in Basic Terminology on page 8 of this RFP, a *stimulus* is a component of the cluster that does not directly require a student response. A stimulus can include one or more of the following:

- text;
- audio;
- video;
- animation/simulation;
- experimentation;
- discussion;
- activity; and/or
- demonstration.

Several items will be associated with each stimulus to create an item cluster. Each item is inextricably linked to the stimulus and to the other items within the item cluster, and the stimulus may be interspersed among the items to add information as needed. This means that student exposure to the stimulus is considered essential in order to respond correctly to any individual item. Testing time for each item cluster will be content dependent, but an approximation of 15-20 minutes of testing time per item cluster should be assumed. Acknowledging this, it is presumed that a test form will have no more than 4-6 item clusters to limit overall testing time to between 75 and 120 minutes. An item cluster typically contains 6-10 items. The Delaware Department of Education anticipates that matrix or modified matrix sampling will need to be considered (technical information regarding matrix sampling is addressed later in this RFP) in order to address the depth and breadth of standards.

It is the DDOE's intention that each form will have 2 item clusters and up to 16 stand-alone items in the common section of the assessment, 1 cluster and up to 12 stand-alone items in the anchor item set, and 1 item cluster and up to 5 stand alone items in the matrix sampling set. This totals 3 cluster sets and up to 33 stand alone items on the common form(s) and a set of matrix items to include 1 cluster item and 5 stand alone matrix items. It is the DDOE's intention that construction of Technology Enhanced (TE) Items will depend on the alignment between the intent of the standards and the type of the item. It is the DDOE's intention that 1/3 to 1/2 of a form include TE items.

IIB. TECHNICAL AND OTHER REQUIREMENTS

The requirements and scope of work in this section apply to the administration and technical quality of the assessments.

TECHNOLOGY REQUIREMENTS

Use of Existing Technology Infrastructure

The DDOE operates a computer center that houses approximately 100 servers. These servers are largely Microsoft based, and host a number of applications that use Microsoft technologies such as SQL Server, IIS, and .NET based programming languages. The Department’s computer center is connected to the education network via high-speed optical fiber backbone. This connection is shared by all of the application users as well as all Department employees that reside in the Townsend Building.

The proposed system must be designed to conform to existing technology installed in school districts and the DDOE. The proposed system must also adhere, at a minimum, to the DDOE's current Software Standards and state technology and communication standards, which can be found at http://dti.delaware.gov/information/standards-policies.shtml, with the expectation that these standards will evolve over time. The proposed system shall allow for connections to DDOE's systems and Delaware school districts with a minimum degree of latency. It should be noted that school districts in the state of Delaware are largely independent entities; however, the Department of Technology and Information has created and maintains the WAN connections for all the school districts. Most upper level schools such as high schools and middle schools are connected to the education network via TLS circuits. These circuits run at a minimum of 10Mb/sec but some schools have connections in excess of 100Mb/sec. In many cases these connections run at 70-80% utilization during the day due to educational and business traffic. Any new applications that the school districts are required to use will need to cooperate with existing applications such as eSchoolPlus, PHRST, and First State Financials, Schoology, and other educational systems.

Due to the level of utilization on most network connections, it is very important that the proposed system be as bandwidth efficient as possible and all possible steps are taken to ensure beforehand that the system will work with the bandwidth available at each school. More detailed information about bandwidth can be obtained from the Department of Technology and Information staff. The Vendor should also submit a per-student estimate of the bandwidth requirements of their proposed system, so that districts, DDOE, and the Department of Technology and Information can plan accordingly. If the Vendor proposes that DDOE host the proposed system, the Vendor should include an estimate of the number and type (role) of full-time staff it would take to ensure the system would still meet the requirements outlined in the RFP.

System Requirements

The Vendor shall describe how the system is hosted, and identify any minimum technology architecture, computing hardware infrastructure, and software requirements needed within Delaware to meet the following technical requirements for the Assessment System:

- A secure browser that restricts access to other applications and to the internet.
- The browser and other components of the system must function on
  - Macintosh OS 10.6 and any subsequent versions of Macintosh
  - Windows Vista and any subsequent versions of the Microsoft operating system
  - Linux K12 LTSP and any subsequent versions of Linux lynx
  - Google Chrome OS
- Updates to the allowed operating systems must be supported by the Vendor within 45 days of their official release without diminishing functionality under the older operating systems.
- All applications will be available 24 hours per day, 365 days a year. Down time for application maintenance and for security purposes may be negotiated.
- The system must support a minimum of 10,000 concurrent users with a mean refresh time of less than one second.

Data Dictionary and Models

The Vendor will maintain:

- An active data dictionary function including cross-reference between data elements, recording and tracking, output definitions, outputs, screen displays, etc.
- A detailed system model and entity relationship model

Controls

The Vendor will describe in the proposals:

- Its facility and timeline for systematic archival process, recovery, and restart procedures for the systems including indices, pointers and tables, to a status prior to any system-wide failure.
- The design and implementation of its database architecture including critical features to ensure data integrity such as record level locking
- A method to rerun processes
- The controls to ensure only authorized and tested changes are made to application source and compiled code
- Procedures to ensure adequate program configuration management.
- Controls and procedures for operations problem management.
- Controls and procedures for operations change management.
- Security and authentication policies and procedures
- Change management procedures to control the movement of code from the development to the production environment

Secure System Design

Each component of the system must be built in accordance with best practices in secure system design including:

- The use of IDs and passwords that meet the requirements of the DDOE UserID and Password Policy.
    - The ability to utilize IDs and password already in place for teachers, administrators, and DDOE staff. DDOE has developed a custom Identity Management System. This system has a Web Service module which would allow for current User IDs and Passwords to be utilized across the network for access to remote systems, thus removing the need for creating another authentication method.
    - DDOE's Identity Management System currently has IDs for the teachers and administrators in the Delaware School System. This system utilizes a paperless system for creation of IDs and Passwords, for granting access to various systems, and for Password recovery. The Vendor's proposal shall indicate the ability to integrate with our Identity Management System.
    - All materials backed up in full at least weekly, and backed up incrementally nightly.
    - All backup tapes/media stored off site in a secure, locked fireproof container.

- Database information logged in real time and should be demonstrated to be recoverable up to the point of failure; a minimum amount of data should be lost.
- A backup site with all equivalent hardware and software needs in place to allow failover in the event of a problem at the primary host facility (up at second location within 4 hours).
- Communication lines of equivalent capacity from multiple different communication vendors and locations in the event communication lines go down.
- The application hosted on multiple application/web servers that provide instant failover in the event of failure.
- The application associated with database servers configured for high availability in order to provide for instant failover in the event of failure.
- Backup power that allows operation without the primary power source for a minimum of 12 hours. A disaster recovery plan in the event of a disaster (e.g., fire) at the hosting facility that allows the Delaware application to be up and running within 24 hours.
- A security plan satisfactorily meeting all industry standards for physical access, electronic access control, intrusion protection and virus protection should be in place and documented/updated on at least an annual basis.
- Current 24/7 maintenance and support agreements for all hardware and software used by the application.
- Up-to-date licenses in place for all software used with the application; all software should use either the most recent version or one version back—nothing older, but with the ability to interact with older operating systems at the schools.
- DDOE must be informed prior to the implementation of any software updates that may impact the operation of the system, software requirements or hardware requirements for DDOE, or Delaware's districts and schools. DDOE reserves the option to reject or delay implementation of any software updates.
- Remote secure data transmission from the schools/school districts to the Vendor and to DDOE.
- Automated validations and reports regarding system and data errors. System reports will include, but not be limited to:
    - Data backup logs
    - Server response time/down time reporting
    - User accounts and domains
    - System event logs to track system, application and security events
    - System access summary reports
    - Results of load tests
    - QA reports of tests
- Bandwidth use and capacity among Delaware schools.

Scalability

The System must be scalable to accommodate increases in testing volume and more sophisticated test designs. Vendors must describe in their proposals:

- The capacity for their system to support additional students, content areas and testing opportunities;
- The capacity for their system to support the likely number of concurrent Delaware users;
- The capacity for their system to support innovative item types such as multi-step interactive simulations.

Modifications

The System's design must be flexible to ensure the software modifications, database changes and reporting requirements can be made efficiently and cost effectively.

Annual Improvements

The Vendor agrees to make at least annual improvements to the assessment system without increasing the price of the contract as long as the services are consistent with the requirements identified in the RFP.

Support

Ability to provide 24/7 systems engineer support for problem resolution during testing windows with expedited support for problems that occur during test sessions. Help desk support provided for extended hours on weekdays for routine user issues and problems. The DDOE reserves the right to impose fines or other consequences as a result of unplanned system failure, as negotiated in the Contract.

DATA REQUIREMENTS

Security of Test Items and Student Information

Security of student information, student performance data, and test items must be maintained. Individual test information shall only be made available to DDOE and school district authorized personnel, and, if requested under FERPA guidelines, to the student's parent/guardian. No other individuals or organizations shall have access to test results. All applications, data transactions and reports must be built such that they protect individual student's privacy consistent with Delaware public records laws and FERPA and other federal laws.

Archiving

The proposed system must support collecting and maintaining records for students as they move through the school system, and archived until four years after graduation from high school or the student's 22nd birthday, whichever occurs first.

Vendors must describe in their proposal:

- The mechanism for detailed test results (test history) to be archived in off-line storage
- The normal time period for maintaining historical on-line information

- The process to archive data off-line through user-controlled purge criteria
- The process to restore archived data into current system, use it, and then purge it in a controlled manner, retaining the archived data off-line
- The method used to automatically restore all databases, including indices, pointers and tables, to a status prior to any system-wide failure
- The method used to manually restore all databases, including indices, pointers and tables, to a status prior to any system-wide failure
- The automated backup, recovery, and restart procedures for the system

System Interfaces

The Vendor shall develop the interfaces with the DDOE's Student Information System (Delaware Student Information System - DELSIS), the DDOE Code Library, and DDOE's Identity Management System. Data to be used includes the statewide unique student identifier, and District and School identifier. Vendors must describe in their proposal their approach for developing and implementing the interfaces. Interfaces must include data transfer capabilities from DELSIS and the Delaware Code Library.

The proposed system must offer a means by which Delaware Student Identifier (SID), first name, last name, grade level to be tested, and other demographic data delineated by DDOE can be automatically uploaded from DDOE's database daily. Firewall issues may mean exploration of technology such as a Web Service or SFTP file upload from DDOE to proposed system. Some requirements for the data are:

- Assessment results files must provide both student level and item level data.
- Student test records must be identified with student SID.

TECHNICAL QUALITY AND SERVICES

The Vendor shall be responsible for services related to the development of valid, reliable and legally defensible assessments for use in accountability designations. The technical analyses conducted by the Vendor for the DeSSA must meet nationally recognized professional and technical standards, as established by the Standards for Educational and Psychological Testing (2014 American Educational Research Association, the American Psychological Association, and the National Council on Measurement in Education). All technical analyses and reports provided by the Vendor shall include appropriate cross-references to the relevant joint standards.

Evidence of Technical Experience

The Vendor shall provide evidence of experience identifying technical issues/problems and the subsequent solutions. This may include such things as scaling, equating, test construction, standard setting, etc.

Scaling, Equating, Linking and Test Comparability

The Vendor shall be responsible for proposing psychometric methods for scaling, equating, and linking test forms. The Vendor will be responsible for proposing methods of increasing reliability, outlining accountability measurability, and increasing standards coverage through matrix sampling and item development/design. Anchor items will be used as statistical linkage sets for common and corresponding matrix sets across test forms. Reporting will be expected

at individual (student), school, district, and state levels, so sampling procedures for matrix sets and group sizes will have to be taken into consideration for scoring accuracy. Total test scores shall be equated and raw scores converted to scale scores and performance levels. Evidence must be provided of the comparability of online test forms with paper/pencil forms.

The Vendor shall provide detail about the scale they propose to use or develop to meet the needs of Delaware's DeSSA. The Vendor must provide rationales for the use of the scales, along with various psychometric issues and proposed solutions.

The Vendor shall be responsible for conducting equating from form to form. The Vendor shall be responsible for the costs of an independent quality assurance check of the pre-equating done annually for the DeSSA as additional items are field tested and included in the operational item bank. The Vendor shall communicate to the DDOE during equating any problems/issues that arise for discussion and resolution. The DDOE may choose to have staff at the Vendor's site during the equating process, with such costs attributed to the Vendor.

The Vendor shall propose a detailed plan for equating from form to form in the fixed form assessments, specify procedures for estimating equating error across years, and propose a system for checking on scale drift. The proposed equating methodology shall be clearly described in the Vendor's proposal. The Vendor is encouraged to propose alternative equating designs and time lines for establishing equated test forms. For each equating design proposed, the Vendor will provide advantages and disadvantages and make a recommendation for the use of one equating design over the other(s), and detail any differences in cost between the proposed designs.

Standard Setting Studies

Under the supervision of DDOE, the Vendor shall design and conduct standard setting studies after the first DeSSA operational test in each grade and content area. Procedures for setting standards assessments shall be described in the proposal. The Vendor shall be responsible for all costs of materials and staff support necessary to conduct the studies, complete appropriate analyses, and document the results in a comprehensive report.

Alignment Studies

Alignment studies will be conducted for all assessments. The Vendor shall budget for independent alignment studies, as appropriate and necessary after the tests are operational. The Vendor shall be responsible for all costs of materials and staff support necessary to conduct such studies, complete appropriate analyses, and document the results in a comprehensive report.

Technical Advisory Committee Responsibility

A Technical Advisory Committee (TAC) comprised of national measurement experts will provide feedback and suggestions on the technical aspects of the assessment program. The Vendor shall work collaboratively with the DDOE to ensure that appropriate materials are developed and made available for TAC members review at least three (3) weeks prior to scheduled meetings of the Technical Advisory Committee in support of the meeting agenda. The Committee typically holds two two-day meetings each year. Vendor staff may be required to be

in attendance, at the request of the DDOE, and the Vendor must cover the costs of such attendance.

Technical Reports

The Vendor will describe in their proposals the extent to which the system will support embedded psychometric studies, such as paper/pencil-to-online test comparability studies for the summative assessments and differential item analysis.

Psychometric and Analytic Services

Vendor must offer psychometric and analytical services necessary to meet federal monitoring or review of Delaware's assessment system, and to support the maintenance of DeSSA Technical Manual(s).

ASSESSMENT FEATURES AND DEVELOPMENT

Assessment windows

The proposed system shall be designed to allow the DDOE to establish and set assessment windows for each assessment.

Electronic Student Resources

The Vendor shall make available allowed electronic student resources required for student completion of the assessment including, but not limited to, documents, as specified by DDOE and by the item development process.

Test Sessions

Vendors must describe in their proposals in detail the method that students will use to log in to the test. The description must include at a minimum:

- A secure method for test administrators to define test event opportunities
- A secure method for students to log in to the system and for the system to validate the login
- A method by which test administrators can approve students to begin tests, choose testing enhancements, and terminate tests, if required.
- The system will allow a testing session to be saved and, with Test Administrator approval and log-in, for the test session to be resumed.
- Within a single test session, the system will allow students to mark items for subsequent review, go back, and change responses.
- The system will allow the DDOE to establish an expiration period for tests if not completed after a certain number of days. This period is anticipated to be approximately 45 days.
- The system will recover data from any unforeseen test interruption and return the test-taker to the point of interruption. Students must not be able to submit an answer to a test question unless all elements of the item are presented to the student.

Score Availability and Data Files

Data files containing scores must be available at the DDOE within forty-five (45) calendar days after a student completes the assessment. Assessment results files must provide both student level and item level data. The output file must conform to DDOE specifications.

Student test records must be identified with Delaware Student Identifier (SID). DDOE will supply the SID file to the Vendor on a daily basis for Vendor to import and update their system. The Vendor will restrict student login to matches based on the SID file.

Vendor must provide a method for:

Changing the SID associated with a test without having to end the test.

- Ending a test event in cases where the test results are likely invalid
- Changing an Institution Identifier associated with a test
- Restarting a test from the beginning and while not incrementing the total number of opportunities used by a student
- Restarting or resuming a test after a student moves to another location within the Delaware public schools, based on the SID.

User Menu

The system will provide user login and menus, with appropriate information control by user type (role), for system users including administrators at the state, district, school, and teacher levels. The roles should be assigned via DDOE's Identify Management System. A minimum of the following user menus will be provided:

- State Administrator Menu
- District Test Coordinator (DTC) Menu
- School Test Coordinator (STC) Menu
- Teacher/Test Administrator Menu

Final design of each user menu is subject to DDOE approval. The proposal shall describe typical functionality of each menu. Examples of possible functionality include:

State Administrator Menu

- add, modify, or delete DTC and school accounts and information;
- access reports detailing system usage by school and district;
- access the User Guide that covers all state administrator-level functions;
- enter and record student voids for every test administration; and
- assign the testing windows for each administration.

District Test Coordinator Menu

- add, modify, or delete school test coordinator accounts and information;
- access reports detailing system usage by school within the district;
- access a report of students not tested;
- access the User Guide that covers all district administrator-level functions;
- schedule each school for testing in the district;
- add and edit school information (e.g., site code, school name); and

- monitor the registration progress of each school throughout the registration period.

School Test Coordinator Menu

- add, modify, or delete teacher and test administrator accounts and information;
- access reports detailing system usage within the school;
- access the User Guide that covers all school administrator-level functions;
- register each school for testing;
- assign new classes to a teacher;
- delete a teacher's class(es);
- print and/or e-mail teacher user ID and password letters;
- view teacher rosters;
- add, edit, or delete students;
- access a report of students not tested;
- assign students to a class;
- view and/or print class and student rosters;
- assign accommodations to students with disabilities; and
- add, edit, or delete test administrators;

Test Administrator Menu

- add, edit, or delete students;
- access a report of students not tested;
- assign students to a class;
- view and/or print class and student rosters;
- start, stop and resume student test sessions.

Security Documentation

The Vendor must describe in its proposals:

- The security controls over all system aspects
- The "levels" of security provided in the system
- The ability to limit access to specific system functions or modules
- The authentication process to ensure that an individual is the person logging-in to the system (e.g., the student taking the test is who they say they are)
- Restrictions of students to tests within the system and to the number of times that they can access tests

Languages

Social Studies tests must be fully translated into Spanish, include a glossary for up to six (6) other languages (determined by student population), and the system must have the capacity to add additional languages if required in the future by DDOE.

Item Development

See Section IIA for more specificity regarding item clusters. The requirements below are intended to be general and applicable for all assessments. Vendors will be responsible for and must provide proposals describing item development processes and procedures.

The Vendor shall propose a plan for item development or acquisition, field testing of items and the full implementation of tests.

Delaware's assessment must over time include a greater variety of item types that are constructed response, progressively more innovative, and address greater breadth of difficulty and cognitive demand.

Vendors must provide in their proposals:

- An approach to innovative item types and the manner in which they would eventually support Delaware's inclusion of complex items such as simulations.
- Cost-efficient item development/acquisition processes which include, but are not limited to, collaboration and item sharing with other states; purchase of items from multiple sources, including the Vendor; and development of new items.
- Criteria that will be used to judge content validity and the technical quality of the items
- Criteria that will be used to develop test items across a wide range of content and cognitive difficulty levels;
- Criteria that will be used to judge the item quality and procedures for ensuring that the above criteria will be used consistently throughout the item development process.
- A system for field testing new items, item clusters, and stimuli. Field test items will not be included in students' scores. Vendors must demonstrate that their approach to field testing will produce results that can be incorporated into a best practice approach to item calibration and banking.

Item Management

A comprehensive approach to Item Management must be provided including support for:

- multiple versions of items
- multiple calibrations of items
- alternative item types (e.g. multiple-choice, drag-and-drop, constructed response, etc.)
- links to multiple content standards
- multiple graphics for items
- multiple security levels for item writing, editing, reviewing and test construction
- mass and individual import and export of item content in xml or other non-proprietary format negotiated with DDOE
- previews of the item in its operational form
- presentation of the item for content and other educator panel reviews
- user guides, live training, training materials and other documentation to ensure DDOE staff are able to use the item management system effectively
- comprehensive and flexible options for tagging, labeling, or flagging item attributes (e.g. operational status, exposure rate, difficulty, calibrations and attributes, etc.
- sophisticated reporting system that allows DDOE to monitor the status of the items and

improve the assessment over time

- operational and released items respectively
- automated quality control validations that can be implemented at the time of item entry or export for use in tests or presentations to advisory panels
- knowledgeable personnel accessible to DDOE to provide support regarding the system

Copies of Item Banks and Materials for Reviewing Items

The DDOE requires that the Vendor provide an electronic file including all items used in the administration of the tests. The DDOE will provide the Vendor with guidelines for the desired format of the banks. The Vendor shall also provide either:

- two hard copies and an electronic copy of the item banks by content area and by grade level as well as item-level data at the end of each contract year; or
- an electronic copy of the item banks by content area and by grade level as well as item-level data at the end of each contract year and a secure electronic viewing system for use by Review Committees. The Vendor will provide a description of the viewing system and its capabilities.

Ongoing Item Development

The development of the DeSSA will involve several Delaware Committees, the DDOE, and the Vendor. Each of these committees have the mandate to use the Delaware Social Studies standards and the CCSS for Literacy in History/Social Studies as their primary decision-making and policy guide. To that end, it is not enough for them merely to *align* their work on the DeSSA with the standards; the DeSSA must *measure* performance against the standards.

The work of the Vendor in producing items is ongoing. Their assignment is to produce a sufficient number of items to fill the Delaware item banks, and then constantly replenish Delaware item banks in order to keep a sufficient supply of items available to fulfill the needs of the DeSSA. Items and/or the item clusters will be refreshed annually in order to maintain test security and reduce the recall of memorable items and stimuli. The Vendor shall propose a plan for best serving the needs of Delaware in producing high quality items that measure student performance against Delaware content standards. The vendor will provide items and item clusters as specified in the RFP/contract, subject to the review and consent of the Delaware Content Advisory Committees.

The Content Advisory Committees in social studies consists of about 10-15 members (experienced teachers, representatives from higher-education with expertise in curriculum and instruction, and DDOE staff). The committee members develop and review item clusters, test items, and rubrics to ensure alignment to standards and content accuracy. The Committee will assess the degree to which a Vendor's items measure the Delaware standards. The management of the Committee shall be the responsibility of the DDOE. While it is the intent of the DOE to have the Content Advisory Committee accept the responsibility for generating the Delaware-developed items, the Vendor should be prepared to assist in this development effort by providing content area specialists and developing test items as required by the DOE and proposed in the RFP response. The Vendor shall provide four one-day training sessions annually to assist with item/task development. All sessions should be scheduled in Delaware.

Each item and item cluster will also be reviewed for fairness or bias to insure that the DeSSA provides equitable measures for students with alternative cultural and ethnic backgrounds and diverse learning styles. The Vendor shall be responsible for the meeting of the fairness/bias review committee. The Vendor shall be responsible for delivering a report, summary, and/or minutes to the DDOE of the decisions and discussions held by members of the Benchmarking, Data Review, Content Advisory, and Fairness/Bias Committees in order to provide documentation of the process related to item development and selection for field testing.

Item Database

The Vendor will be responsible for developing and maintaining an electronic database, with proper security, of all items and item clusters. This database will achieve the following:

- DDOE will be able to query the database for items matching specific criteria including but not limited to response type, knowledge type, p-value and other item statistics, standards assessed and content match.
- DDOE will be able to determine where item development needs to occur based on a database query.
- DDOE will be able to construct assessments through the use of the electronic database.

Field testing of Items

Field test items and/or item clusters should be embedded in the operational test. The Vendor should identify a strategy for embedding such items and/or item clusters so as to provide the appropriate data for determining its quality and appropriateness for inclusion in a future live administration.

The goal in administering field tests will be to determine the:

- quality of items and item clusters including supporting graphics, charts, etc.;
- quality of the scoring rubrics and the capacity of the item and item cluster to produce high quality anchors;
- clarity of directions to students and examiners; and,
- feasibility and reliability of tools and manipulatives (such as quality of podcasts, video, or other graphics embedded in items).

The Vendor shall describe all procedures and costs associated with development and field testing of new items of varying types, editorial expertise, layout, and graphics.

Hand-Scoring of Student Responses

The Vendor shall hand-score responses to all open-ended questions using the rubrics and scoring criteria developed for the items. The Vendor shall propose procedures for hand-scoring open-ended items, including but not limited to procedures that utilize a single scorer and a systematic process of checks to ensure accuracy. The development of rubrics for constructed response items to be hand-scored will be the responsibility of the Vendor or designated item developer. In either case, all rubrics must be submitted to DDOE for approval.

The Vendor shall propose a method to ensure the responses to hand-scorable items are separated from identifying information and that the full set of DeSSA responses at a particular

grade level is randomized prior to hand scoring. This procedure must ensure that the student responses and the scores can be matched back to the student's identifying information.

Benchmarking refers to the process of using experienced scorers to select papers that will serve as anchors for the score points of a rubric, as well as the selection of papers to be used in training readers, monitoring the scoring process, and in recalibrating readers. All open-ended items which require students to write a response will be benchmarked. The Vendor shall be responsible for all benchmarking processes, and Delaware educators must be involved. The Vendor shall propose a plan including all costs for including Delaware teachers in the process by holding benchmarking meetings within the State of Delaware. New open-ended items to be included in each subsequent administration of an assessment will need to be benchmarked prior to the administration so that the live administration can be scored immediately.

Monitoring the Accuracy of Scoring

The Vendor shall propose procedures for monitoring the accuracy of readers' scores throughout the scoring process using papers from the benchmarking sessions. The readers should be unaware they are scoring papers with pre-established scores. The Vendor shall propose methods for periodically recalibrating readers to ensure they continue to read accurately and do not drift off scale.

The Vendor shall propose a strategy for selecting, training, and qualifying readers. The strategy should include content specialists from the DDOE to attend and observe team leader and/or reader training, with associated travel costs paid by the Vendor. The Vendor shall be required to prepare all training materials from the benchmarking meeting in sufficient quantities for the reader training sessions.

The Vendor shall propose a reader quality control reporting system for hand-scoring and indicate how they will use that system to ensure quality scoring. The Vendor shall include the following items in that system:

- tracking of reader scores/discrepancies;
- use of training reports that show reader performance during training and qualifying;
- inter-reader reliability reports;
- recalibration reports that show reader scores on the recalibration sets;
- troubled paper identification in which papers with extremely personal and/or offensive content are flagged and forwarded to DDOE along with the necessary identifying information; and
- other reports and/or procedures as deemed necessary by the Vendor to ensure a quality scoring.

Copyright and Permissions

All passages, stimuli, and resources developed for this project, unless otherwise agreed and specified, shall become the property of the Delaware Department of Education to avoid web copyright issues. Informational text shall meet Delaware specifications and industry standards for quality and appropriateness. Resources developed or selected will be a combination of materials commonly used by students in performing research for personal and academic projects such as tables of contents, indexes, appendices, glossaries, advertisements, charts, graphs, maps, tables, articles, or web pages. The items that require graphics and all other

types of graphics shall be formatted for electronic use as .jpg files, and the original files shall be supplied to DDOE in addition to the Word documents with the graphics embedded.

The Vendor shall provide reference sources for content passages that state the author, title of work, publisher, and year, and shall provide documentation of permission to use any material if the use of which is restricted by copyright. The DDOE would prefer not to use any materials that need copyright permission. When necessary, the Vendor shall be responsible for any copyright permission costs. Released items will be posted on the DDOE website from time-to-time and may appear in school newspapers, brochures or newsletters. Any materials developed for this project shall not appear in other publications outside of Delaware without prior written approval from the DDOE. These assurances shall be so stated in the Vendor's proposal.

Accommodations and ADA

Assessments must comply with the provisions of the Americans with Disabilities Act of 1990. Assessment must include accommodations and enhancements to individual students including capacity to securely print reading passages, use tests presented in a language other than English, adjust the size of the items and graphics, use pre-recorded wave files and convert item text to speech, and meet as many as possible of the other accommodations outlined in the Accessibility Guidelines and Update. Accommodations must be able to be set by test administrators while approving students to take tests. Accommodations must also be set though an upload process in advance of student testing. Vendor should identify all accommodations available with the system and allow for online monitoring/tracking of accommodations by approved state, district and school personnel. Proposals shall include a discussion of the impact of the proposed accommodations on the validity of the tests and a method for "flagging" students' scores resulting from nonstandard test administrations or those that result in invalid score.

Universal Design

The principles and practices of "universally designed" (UD) assessments are to be followed in the development and implementation of all components of the DeSSA. Any UD principles used must not affect the assessment validity for students with or without disabilities. As part of the development process, items should be reviewed by a fairness and bias committee to determine if they meet the following UD principles:

- Multiple means of Representation – variations in the manner in which the test is presented
- Multiple means of Expression – allowing a variety of ways in which a student can show what they know
- Multiple means of Engagement – allowing opportunities for establishing interest in tasks

See:

- NCEO: Considerations for the Development and Review of Universally Designed Assessments http://www.cehd.umn.edu/nceo/onlinePubs/Technical42.htm
- NCEO: A State Guide to the Development of Universally Designed Assessments http://www.cehd.umn.edu/nceo/OnlinePubs/StateGuideUD/default.htm
- NCEO: Universal Design Applied to Large Scale Assessments http://www.cehd.umn.edu/NCEO/onlinepubs/synthesis44.html

Production of Paper/Pencil tests

Appropriate accommodations for English language learners and students with disabilities will be available. A single paper/pencil version of the summative will be available as an accommodation and for use in case of a temporary failure of the online system. A Braille version of each paper/pencil test shall be made available as an accommodation. The paper/pencil version shall be administered on the same day(s) across the state, as determined by the DDOE. Further, the pencil/paper version shall be scanned and scored within 10 business days of the receipt of the assessment by the Vendor.

For each test administration that requires a paper/pencil version of the assessment, either for all students or for students requiring the accommodation of a paper/pencil version of the assessment, the Vendor shall produce sufficient copies of test booklets and answer documents. The paper/pencil version of the tests shall meet all technical qualities and aspects described in Sections I and II of this RFP.

User Feedback

The Vendor shall propose a process for annually soliciting feedback from users of the DeSSA on potential enhancements to the system. Users shall include district and school level educators, teachers, parents/guardians, and students. The Vendor shall include a proposal for efficiently collecting and tabulating such feedback. The DDOE shall be responsible for making final decisions about communicating this to various constituency groups.

System Enhancements

The Vendor shall annually identify and make available to DDOE options offered to other clients without incurring additional development charges beyond those which are necessary to integrate the enhancement into Delaware's system.

TRAINING AND DOCUMENTATION

The Vendor must provide sufficient training and documentation to ensure that DDOE and stakeholders can use the system effectively and communicate its level of technical quality to policymakers and the U.S. Department of Education.

Training of DDOE Staff

The Vendor shall train central DDOE staff to use the system effectively and enable DDOE staff to provide ongoing on-site training to the school districts on how to use each aspect of the system. Vendor will provide help desk services including:

- All support necessary to DDOE staff to use administrative functions of the system (e.g. item management and test construction systems)
- All support necessary to Delaware schools and districts and other stakeholders to use the system effectively
- A training plan and schedule by March 1 of each year for the following summer and school year
- A toll free number for schools and districts to use to seek assistance with the system

- The Vendor shall identify several staff at the time of Contract award that are available to answer technical and detailed questions regarding assessment design, implementation and logistics. Average response time for questions should not exceed 4 business hours.

Training of School Personnel

The Vendor shall propose a plan to train school personnel. The Vendor shall be responsible for all costs and arrangements related to the training to include meeting spaces, materials and any other associated costs. In addition, the Vendor shall pay DDOE for the cost of the substitute teachers at an average daily rate determined by the state policy or guidelines. The Vendor will handle all administrative tasks associated with the training.

User Manuals and Guides

The Vendor must provide user manuals and user guides which can be used to train school staff on the use of the proposed system and be accessible as a reference. The manuals and guides should reflect Universal Design principles. The user manual shall contain sufficient information that describes the process of test administration covering all steps from set-up to reporting as appropriate for each role (teachers, building test coordinator, etc.). The manual should describe a brief list of the steps a user might take to solve common technical problems. The teacher guide shall contain basic information about the assessment system. The guide may include color, photographs, diagrams, and text, and should be of high quality and visual appeal. A professional design will be submitted to DDOE for comments and approval. It is the responsibility of the Vendor to distribute the manual to all test administrators and the teacher guide to all teachers in Delaware public schools. The Vendor is responsible for reviewing and updating manuals and guides annually or as required to ensure information contained in them is correct. The DDOE has the final authority over the content and design of all publications, including manuals and user guides, necessary to meet the conditions of the RFP and the Contract.

Technical Manual

The Vendor must provide a technical manual which describes the system in-depth including the item management process and specifications, test design as supported by the system, reports, as well as formats used for examinee results and item responses. Vendor must provide psychometric services, and additional documentation and amend the manual as required by external audits of DDOE or federal compliance review (e.g. USED peer review and Title I audits).

Informational Brochures

The Vendor shall produce informational brochures that describe the new DeSSA assessments for social studies. The brochures will be designed for parents, teachers, and students, as well as policy makers and administrators. Although all elements of production and distribution to schools will be the responsibility of the Vendor, the work will be closely managed by the DDOE to ensure that the brochures adequately and accurately reflect the nature and goals of the DeSSA. The brochures must be produced in English and Spanish in print for distribution with copies in Adobe PDF and Microsoft Word formats sent to the DDOE. The brochures will also be available on the DDOE website. These brochures shall be produced annually, with updates, as deemed necessary by the DDOE. Extra copies of the brochures will be needed in the first year of the DeSSA in response to public relations needs (sufficient copies to allow for one for every

student/parent, teacher, and school administrator in the State of Delaware, as well as all the DDOE staff, and representatives from various state organizations and media). In subsequent years, sufficient copies will be needed to allow for one brochure for every student at each assessed grade.

Public and Educator Practice Sites

The Vendor will provide a practice test site available to the public that can be accessed with a non-secure browser and uses released items to display the functionality of the test and to help prepare students to use the test interface and tools successfully. Assessment items used on the practice site must reflect the full range of the types of assessment items which a student might encounter while taking the assessment. As new types of assessment items are introduced, the Vendor will provide practice items of that type sufficiently ahead of time so students may experience these new item types before they appear on actual, secure assessments. The practice site should contain the same essential functionality as the operational site but must be altered as necessary to maintain security, enforce copyrights or otherwise make the site accessible to the general public. In addition, the Vendor must provide a training site that mimics the entire test administration system such that DDOE, school districts and school staff will be able to learn to use the system.

Development of Score Reports

The Vendor must propose development and delivery of efficient and informative score reports for each assessment. Under the supervision of DDOE, the Vendor will design student score report documents, both for online and print reports.

- The Vendor shall propose processes and a timeline for the design, creation, and production of various school, district, and state-level reports on the DeSSA, with review and approval by the DDOE. The proposal shall include a process for obtaining feedback and suggestions from a sample of members of the intended Delaware audience.
- The reports must include a section on student strengths and weaknesses based on Delaware standards.
- Interpretive sheets will be included to assist parents in understanding what the score report means and will include a table of the appropriate cut scores. The interpretive information may be a separate sheet or integrated into the student score report.
- The Vendor should propose options for the student score reports to include, but not be limited to the following: reporting standard error of measurement, increased use of graphics, use of color, utilization of the content-specific performance level descriptors as part of the score reporting system, reporting of sub-scores, narrative descriptions, etc.
- Student level reports on the summative assessment must include:
  - An overall standards-based score;
  - Performance level;
  - Performance compared with Delaware students;
  - Strengths and weaknesses; and
  - Comparative national data, if available.

Reporting and Instructional Needs Information

The DeSSA is specifically designed not just to measure student achievement, but to promote and inform as well. Data from the DeSSA should support the Department of Education's

improvement efforts, and not just accountability. Working together in this fashion will allow the school improvement process to encompass data from the DeSSA in a way that supports standards implementation in the most seamless manner possible.

In addition to scores, schools and districts shall receive instructional needs reports that are intended to help improve student achievement. The instructional needs reports are designed to provide Delaware educators with a means to assist them in reviewing their curriculum. The reports represent a way of reporting data that is in line with the intent of the DeSSA — to help identify when students need additional instruction in an area. It is important to note that this information is one of the primary drivers of change in Delaware's schools and classrooms. In addition, it is significant that this information goes to parents on the score report, thereby directly involving them in the process of encouraging their student's achievement.

Reporting will be in the form of a parent report and published in an online, searchable database accessible to DDOE data managers and public school administrators and teachers.

Printing of Score Reports

All printed reports shall be laser-printed in a highly readable font and provide the maximum amount of usable information. Vendors shall submit sample reports to illustrate possible formats.

Reprints

The Vendor shall include in the proposal the ability to print corrected copies of student reports, as needed, up to several months after each test administration. All requests for corrections will be initiated by and/or approved by the DDOE.

Timeline for Delivery of Score Reports

All printed reports must be distributed to schools, districts, charter schools and the DDOE in accordance with an agreed upon schedule in key project dates to be determined in the initial project planning meeting.

Shipment of Score Reports

The Vendor shall assume all costs associated with shipping reports to the schools, districts, charter schools and DDOE within the specified timeline. The Vendor's proposal shall include the capability and procedures for mailing printed reports directly to the student's home address. The Vendor shall include as a cost option mailing all student score reports directly to the student's home address.

VENDOR STAFF REQUIREMENTS

Key Team Members

Proposals must provide a detailed description of each key team member listed below who will provide services under the resulting contract, including their names, roles, responsibilities, estimated FTE, qualifications and resume. The list below is not an exhaustive list of key team members. Key team members may be replaced with persons who have equivalent or greater skills and expertise than the person being replaced. Replacement of a key team member must be approved by the DDOE as a contract amendment. The Vendor will be responsible for ensuring adequate staffing to manage the project and ensure quality implementation; as such, the following are minimum staffing requirements to be met for the duration of the contract:

- The Vendor must have one (1) Senior Measurement Specialist with no less than three (3) years related work experience and a PhD in measurement (e.g. educational psychology or related field) with demonstrated experience in and knowledge of computer adaptive testing. The Senior Measurement Specialist must oversee the technical tasks and issues that relate to item selection, test form equating, sample selection, calibration, scaling, reporting, research studies, and other technical analyses.
- The Vendor must have a minimum of one (1) Project Management Institute (PMI) Certified manager or a project manager with a minimum 3 years experience on projects exceeding $1 million, dedicated to work full-time (100%) on Delaware's System. The Project manager oversees and monitors the planning, scheduling, progress and quality of work.
- The Vendor must have one (1) senior network engineer with at least 3 years experience in routing and with Tier 1 and Tier 2 internet service providers.
- The Vendor must have one (1) senior application developer with at least 7 years application development experience and also at least 3 years experience with the programming languages used by Vendor. The senior application developer oversees the technical tasks and issues and supervises the programming group.
- The Vendor must have one (1) Item Development Leader with at least 3 years of supervising item development activities. The Item Development Leader must oversee and monitor the scheduling, coordination, and quality control of the item development activities.

The Vendor must make key staff available to visit the DDOE or a Delaware public school(s) when and if a problem is encountered with the online testing system that cannot reasonably and efficiently be resolved without such a visit. The Vendor shall assume all costs for such visits.

III. Required Information

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

A. Minimum Requirements

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

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

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

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

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

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

B. General Evaluation Requirements

1. Project Plan – Capacity to meet the project requirements. The proposal is comprehensive and shows a clear understanding of project scope, objectives and requirements. Emphasis on the complexity of the assessment should be clearly addressed.

2. Reputation, Expertise, and Evidence of strong Technical Quality of Assessments. Experience with matrix test design and item development including content and technical requirements. Knowledge of the Delaware Social Studies standards (to support the test design).

3. Professional experience with possible subcontractors (Qualifications, References, and communications to complete the tasks).

4. Vendor delivery ability and approach to managing the project (project work plan and schedule).

5. Test scoring procedures, reporting, security of item bank (online and paper version).

6. Project Cost(s) – Evidence of Cost-Effectiveness to fully complete the assessments.

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Carolyn Lazar, Interim Director of Assessment
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639
carolyn.lazar@doe.k12.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

d. Has violated contract provisions such as;

1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

e. Has violated ethical standards set out in law or regulation; and

f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 10 paper copies and 10 electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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

- Narrative limited to 40 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).

Additional supporting material such as resumes, required attachments, e.g. project schedule, can be attached to the 40-page limit proposal. Also, the DOE provided cost Proposal can be submitted separately from the 40 pages if needed.

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time)** on **September 9, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Vendors are directed to clearly print "BID ENCLOSED" and "RFP #: DOE 2016-14: Delaware System of Student Assessment in Social Studies" on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM (Local Time)** on **September 9, 2016.** 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 **March 31, 2017**. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination

of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOE.

9. Concise Proposals

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

10. Realistic Proposals

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

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

11. Confidentiality of Documents

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

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

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

document is not "public record" as defined by 29 *Del. C*. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

12. Multi-Vendor Solutions (Joint Ventures)

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

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

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

13. Discrepancies and Omissions

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

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, at least ten (10) calendar days prior to the time set for opening of the proposals.

a. RFP Question and Answer Process

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at: https://pubapps.DDOE.k12.de.us/rfplisting/ by **August 19, 2016.** Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD or USB drive and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **August 19, 2016**. Questions received after that time

will not be considered. A copy of the questions and answers will be posted on http://bids.delaware.gov.

14. State's Right to Reject Proposals

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

15. State's Right to Cancel Solicitation

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

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

16. State's Right to Award Multiple Source Contracting

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

17. Notification of Withdrawal of Proposal

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

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

18. Revisions to the RFP

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

19. Exceptions to the RFP

Any exceptions to the RFP, or the DDOE's terms and conditions, must be recorded on Attachment 3. Acceptance of exceptions is within the sole discretion of the evaluation committee.

20. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

21. Cooperatives

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

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the DDOE to be essential for use by the Team in the bid evaluation and award process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Proposal Evaluation Team's consideration for award. Proposals which do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Team.

The Team reserves the right to:

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

Criteria Weight

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

Criteria	Weight
Project Plan – Capacity to meet the project requirements. The proposal is comprehensive and shows a clear understanding of project scope, objectives and requirements. Emphasis on the complexity of the assessment should be clearly addressed.	**20%**
Reputation, Expertise, and Evidence of strong Technical Quality of Assessments. Experience with matrix test design and item development including content and technical requirements. Knowledge of the Delaware Social Studies standards (to support the test design).	**20%**
Professional experience with possible subcontractors (Qualifications, References, and communications to complete the tasks).	**15%**
Vendor delivery ability and approach to managing the project (project work plan and schedule).	**20%**
Test scoring procedures, reporting, security of item bank (online and paper version).	**10%**
Project Cost(s) – Evidence of Cost-Effectiveness to fully complete the assessments.	**15%**
Total	**100%**

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

3. **Proposal Clarification**

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

4. **References**

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

5. **Oral Presentations**

   After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the

Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

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

2. General Information

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

b. The selected vendor will be required to enter into a written agreement with the DDOE. The DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOE. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.

c. The selected vendor or vendors will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.

d. The DDOE's standard contract (Attachment 11) will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.

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

3. Collusion or Fraud

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

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

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

4. Lobbying and Gratuities

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

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

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

5. Solicitation of State Employees

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

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

6. General Contract Terms

a. Independent Contractors

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

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff

person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

c. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an "Additional Fee" with respect to the employees electing to obtain health coverage from the Vendor.

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

d. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable Federal, State and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the

contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C*. § 2502.

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

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

e. Notice

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

Carolyn Lazar, Interim Director of Assessment
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

f. Indemnification

1. General Indemnification

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

2. Proprietary Rights Indemnification

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

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

a. Procure the right for the DDOE to continue using the Product(s);

b. Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or

c. Modify the Product(s) to make it or them non-infringing, provided that the modification DDOEs not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOE agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the DDOE.

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

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

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

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

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

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

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

h. Performance Requirements

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

i. Vendor Emergency Response Point of Contact

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

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

j. Warranty

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

k. Costs and Payment Schedules

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

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

l. Penalties

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

m. Termination of Contract

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

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

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

2. **Termination for Convenience**: The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials

shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the State.

3. **Termination for Non-Appropriations**: In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

n. Non-discrimination

In performing the services subject to this RFP the vendor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will agree that it will not discriminate against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The successful vendor shall comply with all Federal and State laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

o. Covenant against Contingent Fees

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

p. Vendor Activity

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

q. Vendor Responsibility

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

by completing Attachment 6, and are subject to the approval and acceptance of the DDOE.

r. Personnel, Equipment and Services

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

s. Fair Background Check Practices

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

t. Work Product

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

u. Contract Documents

The RFP, the purchase order, the executed contract (sample attached as Appendix 11) and any supplemental documents between the DDOE and the successful vendor shall constitute the contract between the DDOE and the vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, DDOE's RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between the DDOE and the vendor.

v. Applicable Law

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

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

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

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

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

w. Severability

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

x. Scope of Agreement

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

y. Affirmation

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

z. Audit Access to Records

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

aa. Other General Conditions

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOE.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in 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 the DDOE.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.

z. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at http://state.extranet.dti.state.de.us/documents/SystemArchitectureStandard.pdf .In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information("DTI") published at http://dti.delaware.gov/information/standards-policies.shtml, and as modified from time to time by DTI during the term of this Agreement. All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting which can be found at: http://dti.delaware.gov/pdfs/pp/CloudandOffsiteHostingTemplateNonPublic.pdf. Vendors must complete and submit this document with their response. 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.

1. **CONFIDENTIALITY AND DATA INTEGRITY**:
The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information. The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA

STATEMENT, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

2. **SECURITY CONTROLS**:
As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at: http://www.sans.org/critical-security-controls/.

3. CYBER SECURITY LIABILITY:
It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

4. INFORMATION SECURITY:
Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.
Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

F. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2nd Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE's Standard Contract Template
- Attachment 12 – DTI CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

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IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

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

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

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

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend

during the covered periods shall result in a report even if the contract has expired by the report due date.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **RFP # DOE 2016-14** Contract Title: **Delaware System of Student Assessment in Social Studies**

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

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

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

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

_____

_____

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

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

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

_____

_____

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

_____ 7. Other:_____

_____

_____ _____

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

FIRM NAME SIGNATURE

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 2

CONTRACT NO.: **RFP # DOE 2016-14**
CONTRACT TITLE: **Delaware System of Student Assessment in Social Studies**

OPENING DATE: **September 9, 2016 at 3:00 PM (Local Time)**

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____

(Check one)

	Corporation
	Partnership
	Individual

NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER_____

EMAIL ADDRESS _____

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

	Certification type(s)	Circle all that apply
COMPANY CLASSIFICATIONS:	Minority Business Enterprise (MBE)	Yes No
	Woman Business Enterprise (WBE)	Yes No
	Disadvantaged Business Enterprise (DBE)	Yes No
	Veteran Owned Business Enterprise (VOBE)	Yes No

STATE OF DELAWARE
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CERT. NO.: _____	Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes No

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 3

Contract No. **RFP # DOE 2016-14**

Contract Title: **Delaware System of Student Assessment in Social Studies**

EXCEPTION FORM

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

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

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

Note: use additional pages as necessary.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 4

Contract No. **RFP # DOE 2016-14**

Contract Title: **Delaware System of Student Assessment in Social Studies**

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

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Attachment 5

Contract No. **RFP # DOE 2016-14**

Contract Title: **Delaware System of Student Assessment in Social Studies**

BUSINESS REFERENCES

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

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

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

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

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

3.	**Contact Name & Title:**	
	Business Name:	

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. **RFP # DOE 2016-14**	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise ☐ Yes ☐ No 4e. Minority Business Enterprise ☐ Yes ☐ No 4f. Disadvantaged Business Enterprise ☐ Yes ☐ No 4g. Veteran Owned Business Enterprise ☐ Yes ☐ No 4h. Service Disabled Veteran Owned Business Enterprise ☐ Yes ☐ No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		

6a. NAME OF PERSON SIGNING	7. BY (*Signature)*	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (*Signature*)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 7

STATE OF DELAWARE
MONTHLY USAGE REPORT

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

STATE OF DELAWARE
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Attachment 8

SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY

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

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 9

Contract No. **RFP # DOE 2016-14**
Contract Title: **Delaware System of Student Assessment in Social Studies**

EMPLOYING DELAWAREANS REPORT

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

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

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

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

3. Total number of employees of the bidder: _____

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

If subcontractors are to be used:

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

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 10

State of Delaware
Office of Supplier Diversity
Certification Application

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

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

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

Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4
Dover, DE 19904-8202

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: http://gss.omb.delaware.gov/osd/index.shtml

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 11

DDOE CONTRACT TEMPLATE

Delaware System of Student Assessment in Social Studies

RFP # DOE 2016-14

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

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

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

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

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

1. Services.

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

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

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR NAME shall be furnished without the written authorization of DDOE. When DDOE desires any addition or deletion to the deliverables or a change in the Services to be provided under this Agreement, it shall notify VENDOR NAME, who shall then submit to DDOE a "Change Order" for approval authorizing said change. The Change Order shall

state whether the change shall cause an alteration in the price or the time required by VENDOR NAME for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

2. Payment for Services and Expenses.

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

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

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

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

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

2.6 DDOE is a sovereign entity, and shall not be liable for the payment of Federal, State and local sales, use and excise taxes, including any interest and penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

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

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

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

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

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

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

Project	Team	Title	% of Project Involvement

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

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

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

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

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

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

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

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

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

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

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to VENDOR NAME. It is understood that DDOE's representatives' review comments do not relieve VENDOR NAME from the

responsibility for the professional and technical accuracy of all work delivered under this Agreement.

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

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

VENDOR NAME shall return any original data provided by DDOE.

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

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

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

6. Work Product.

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

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

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

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

7. Confidential Information.

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

8. Warranty.

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

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

9. Indemnification; Limitation of Liability.

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

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

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

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

10. Employees.

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

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

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

11. Independent Contractor.

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

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

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

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

12. Suspension.

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

perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

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

13. Termination.

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

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

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

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

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

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

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

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

13.6 Gratuities.

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

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

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

14. Severability.

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

15. Assignment; Subcontracts.

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

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

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

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

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

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

20. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

21. Insurance.

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

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

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

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

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

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

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

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

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

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

22. Assignment of Antitrust Claims.

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

23. Surviving Clauses.

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

24. Governing Law.

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

25. Notices.

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

CONTRACTOR: (Contractor Name and Address)

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

coordinating activity: DDOE Certificated Staff

_____

Next Page for Signatures.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

(Name of Contractor)	Delaware Department of Education
_____	_____
(Official of Contractor) Project Manager	Deputy Secretary
_____	_____ _____
Date	Date Initial Finance Director
_____	_____
(Official of Contractor) Principal Investigator	Branch Associate Secretary
_____	_____ _____
Date	Date Initial Work Group Director

Attachment 12

DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904-2407

CONFIDENTIALITY (NON-DISCLOSURE) AND INTEGRITY OF DATA AGREEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

I/we, as an employee(s) of _____or officer of my firm, when performing work for the Department of Technology and Information, understand that I/we act as an extension of DTI and therefore I/we are responsible for safeguarding the States' data and computer files as indicated above. I/we will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, I/we understand that I/we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and I/we should alert my immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data. Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law.

This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that **I have read DTI's Policy on Confidentiality** (Non-Disclosure) and Integrity of Data and understood the terms of the above Confidentiality (Non-Disclosure) and Integrity of Data Agreement, and that I/we agree to abide by the terms above.

Contractor Signature_____
Title: _____
Date: _____
Contractor Name: _____