

**REQUEST FOR  
PROPOSALS FOR PROFESSIONAL SERVICES  
Next Generation Science Assessment System for Delaware Learners  
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION  
RFP # DOE DOE RFP 2017-02**

**I. Overview**

The State of Delaware Department of Education (DDOE), seeks high-quality proposals from qualified bidders to work with the Delaware Department of Education (DDOE) to design, develop, and pilot innovative science assessment tasks to inform specifications for a statewide science assessment to measure student learning of the *Next Generation Science Standards* (NGSS). 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: August 26, 2016
Deadline for Questions	Date: September 9, 2016
Bidder’s Conference and Response to Questions Posted by:	Date: September 16, 2016
Deadline for Receipt of Proposals	Date: September 23, 2016 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: October 7, 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 PREBID MEETING**

A mandatory pre-bid meeting has been established for this Request for Proposal and is scheduled for September 16, 2016 from 1:00-3:00 p.m. EDT.

**II. Scope of Services**

**Introduction:**

The purpose of this RFP is to solicit high-quality proposals from qualified bidders to work with the Delaware Department of Education (DDOE) to design, develop, and pilot innovative science assessment

tasks to inform specifications for a statewide science assessment to measure student learning of the *Next Generation Science Standards* (NGSS).

DDOE recognizes the challenges of developing assessments that address the richness of the NGSS, as well as the innovation required to create their envisioned comprehensive assessment system. As such, DDOE plans to develop the state portions of the science assessment system in two phases.

- *The first phase*—procured through this RFP—is to develop and evaluate tasks and task templates<sup>1</sup>, identify and solve challenges, and help prepare the field. The main outcomes of the first phase include (a) tasks and task templates, with scoring rubrics and pilot task analysis and scoring rules and (b) recommendations for the design of the operational assessments, based on lessons learned during the task development process. To prioritize task development, a supplemental outcome will be a set of preliminary test claims and specifications.
- *The second phase*—associated with a second, subsequent RFP—will be to use the information gathered from the first phase of development to fine-tune the assessment system design, clarify the scoring and aggregation rules, establish achievement levels, and develop all other aspects of an assessment system associated with administering an operational state science assessment as a census field test in 2017-2018, with results from the 2018-19 school year reported for state and federal requirements.

The work detailed in this RFP is not envisioned to directly produce assessments for operational use. Instead, acknowledging the complexity of the NGSS as well as Delaware’s vision for science assessment, the work is meant to produce information that will facilitate the development of an operational assessment system. The primary focus of the work is on tasks and task templates that capture the depth and breadth of Delaware’s implementation of the NGSS, as well as the processes and products that support their development. As such, DDOE expects that the development process will include the development of novel or innovative types of tasks, including, but not limited to, science simulations, limited portfolios, performance tasks, or open-ended constructed response.

*Deliverables under this contract will include:*

- D.1: A detailed project plan.
- D.2: Preliminary test specifications that support the development of the tasks and task templates, inclusive of
  - A. Draft claims to be made based on the results of each assessment that support the intended uses,
  - B. Draft blueprints, and

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<sup>1</sup> The term “task” is used to indicate a set of one or more items tied to a common stimulus, such as a simulation in which students provide multiple scorable responses. The term “task template” indicates the DDOE’s interest in developing products that define the key features of task, which can be used to generate and refine multiple versions of an item or task (e.g., task templates as implemented under an Evidence Centered Design approach).

D.3: Task templates, and corresponding tasks, for multiple *types* of tasks, where the task types are numerous and varied enough to support inferences about student learning on the NGSS.

Complete tasks should include:

- A. Task specifications and scoring rubrics,
  - B. Administration plan,
  - C. Cognitive Laboratories,
  - D. Task Review Processes, and
  - E. Data from task piloting (e.g., student responses to tasks and, as appropriate, statistics on task functioning).
- D.4: A summary of the implemented development process, as well as recommendations for the second phase of development regarding
- A. Additional task development and revision processes,
  - B. Approaches to scoring tasks,
  - C. Claims for each assessment and blueprints that support those claims,
  - D. Administration Procedures, and
  - E. How technical requirements, such as reliability, alignment or specific types of validity evidence, can be met using a design that builds on the phase one development.

To the extent practicable, the processes and outcomes for generating these deliverables should be documented in one or more technical reports that provide structure and narrative.

The successful proposal will address each of these deliverables. In addition, the proposal should include the qualifications of the bidder to do this type of innovative development work, including examples of task templates, the documentation on the processes used to develop templates and additional explanation of experience developing and implementing innovative task types and test designs following intended assessment parameters.

### **Time Schedule**

- August 26, 2016 – this RFP issued
- September 9, 2016 – Questions due for Bidder’s Conference
- September 16, 2016 – Bidder’s Conference & response to questions
- September 23, 2016 – Proposals due to DDOE
- October 7, 2016 – Anticipated announcement of intent to award contract
- June 2017– Successful bidder presents final work products to DDOE
- Late summer 2017 – DDOE issues RFP for operational assessment to commence 2018-19 school year

### **Background**

#### **Delaware’s Context of Science Instruction and Assessment**

Delaware has a long history of strong commitment to science teaching, learning, and assessment. Delaware first adopted the state science content standards in 1995 and has had a state science assessment since 2001. The current science assessment is administered to students in grades 5, 8, and 10.

A unique feature in Delaware’s science education is the long-standing leadership of the Science Coalition, which unifies school educators, local education associations (LEAs), partnering state agencies, higher education and the business community. The Science Coalition has been integral in the development of a common understanding throughout the state on learning targets, shared science curriculum, instructional supports, assessment policies and procedures, and general policy supports. The efforts benefit Delaware with an unusual coherence of the content standards, local curriculum, and state and local assessments across the state. This coherence is maintained through coordinated resources and efforts, such as professional development that involves over 2000 science teachers—over 25% of the science teachers in the state – annually. The DDOE strongly wishes to build on these strengths to develop an assessment system that reflects and fosters systemic coherence through a robust channel of feedback loops where teachers, the Coalition, and the State each contribute to a cycle of continuous improvement in the following way:

- Teachers review individual and group performance and student learning at the day-to-day classroom level throughout the year
- The Coalition reviews curriculum and professional development decisions with collective data and evidence measured at the topical/unit level, and;
- The Coalition and State further review curriculum, instruction, and professional development using integrated transfer data/evidence collected once in elementary (grade 5), once in middle (grade 8) and once in high school (grade 10).

The assessment design and reporting will need to support Delaware teachers, the Science Coalition, and the Department of Education in this cycle of continuous improvement in the context of student learning the Delaware science content standards.

### **Delaware’s Elaboration of the NGSS**

Delaware adopted the *Next Generation Science Standards* (NGSS) as the state’s science content standards in October 2013. The NGSS and associated materials were developed in a state led process managed by Achieve, which built on the previously developed Framework for K-12 Science Education. These standards are significantly different from previous content standards in that they are “tri-partite” in nature, consisting of “Disciplinary Core Ideas,” “Science and Engineering Practices,” and “Cross-cutting Concepts.” A key choice made in the development process of the NGSS was to develop a set of Performance Expectations for each grade level/span. Each of these Performance Expectations typically involves a single content, practice, and cross-cutting concept. Another key design choice was to recommend a set of instructional topics for each grade/span that organized sets of Performance Expectations. The NGSS Performance Expectations and suggested curricular topic sequences are shown in Appendix A. These have been adopted by Delaware as part of their adoption of the NGSS.

Delaware has elaborated upon the NGSS in three important ways.

- First, Delaware has divided the NGSS’s grade-span middle and high school standards into grade-specific sets.
- Second, Delaware has made a distinction between the NGSS as assessment targets and the broader treatment of the NGSS—particularly the Science and Engineering Practices—for instruction. In general, teachers are expected to have students learn science through the application of all of the

Science and Engineering Practices even if the NGSS performance expectation states that a specific Practice is to be paired with a specific Disciplinary Core Idea (science content).

- Third, Delaware has specified how students will be expected to demonstrate the integration of knowledge and skills learned during the year on state assessments (see Appendix B).

#### **A. Delaware’s Vision of Science Assessment**

This section first details Delaware’s vision for a science assessment system, then provides additional details on the assessments that make up the system. This additional detail is also meant to highlight the work solicited under this RFP, that is, the specific parts of the assessment system the proposal should address (i.e., development in grades 5, 8 and 10 on the End-of-Unit and Integrative Task Assessments).

#### **A Comprehensive Assessment System**

Delaware envisions a comprehensive science assessment system in grades 3 to 10, consisting of three distinct types of assessment. Under this system, throughout the academic year students will take teacher developed, *Embedded Classroom Assessments* to provide information on learning in real time. Primarily formative in nature, these Embedded Classroom Assessments will be numerous, short, and administered at the discretion of each teacher. Students will also take *End-of-Unit Assessments* shortly after the completion of each instructional unit. In each grade, the academic school year is divided into three to four units, each of which is aligned to a specific content area<sup>2</sup> (see Appendix B for more detail). Each End-of-Unit assessment is meant to provide information on student learning of the NGSS content in each unit for the purposes of instruction (e.g., determining if additional instruction on previously instructed topics is needed) and evaluation (e.g., informing curriculum adoption, adaptation, and modification) at classroom, school, district and state levels. Finally, students in grades 5, 8, and 10 (Biology) will also take an *Integrative Transfer Assessment* (whereas the Embedded Classroom Assessments and End-of-Unit Assessments are taken by students in every grade, 3 to 10). These Integrative Transfer Assessments are meant to capture students’ learning of the content instructed during the entire year, in greater depth than on the End-of-Unit Assessments. That is, the Integrative Transfer Assessments are meant to capture the ways that integrate, transfer and apply science knowledge and skills learned during the year. For each grade, the results from End-of-Unit and/or Integrative Transfer Assessments may be used to meet federal requirements under the Every Student Succeeds Act. In particular, results from the End-of-Unit Assessments maybe combined with those of the Integrative Transfer Assessment to produce an overall, summative score for each student.

#### **Details on Each Type of Assessment**

This section provides more detail about each type of assessment briefly outlined in the prior section.

**Bidders are only expected to address the End-of-Unit and Integrative Transfer Assessments in grades 3-10.** In addition, priority is given to development in grades 5, 8, and 10. Within each grade, bidders may want to propose developing complete End-of-Unit and Integrative Assessments, or prioritize the development of specific types of tasks that will be added in order to create complete assessments. If taking the latter approach, the bidder should provide additional detail on how the developed tasks are intended to fit within the expected design of the complete assessments.

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<sup>2</sup> Although virtually all students are taught units covering the same or similar content, the ordering of the units may differ across classrooms, schools and districts.

More detail on each assessment type is given below.

- ***Embedded Classroom Assessments*** will consist of the wide range of assessments teachers use, including embedded instructional assessments. Embedded instructional assessments will be used by teachers and students as part of instruction and learning in real time. The results from these classroom assessments will be for use at the local level. Teachers will develop the embedded instructional assessments with consultant assistance as part of the Coalition’s NGSS lead teacher program with ongoing professional development. **Bidders are not expected to propose development of classroom assessments under this contract.**
- ***End-of-Unit Assessments*** will eventually be developed for all of grades 3-10. For the purposes of this RFP, the End-of-Unit assessments will only be developed in grades 5, 8 and 10. End of Unit assessments will consist of a variety of task types, the collection of which will provide evidence regarding students’ mastery of the NGSS standards targeted in the instructional unit. Task types include, but are not limited to, traditional multiple choice and constructed response items, as well as items embedded in richer, performance based tasks<sup>3</sup>. End-of-Unit assessments will be given at the end of each unit of instruction. Each grade has three to four units. It is expected that each End of Unit assessment will be limited to a 90-minute test taking period, likely divided into two, 45-minute testing sessions. Teachers may use the results in place of traditional classroom unit assessments, e.g., as part of student grading/monitoring process. Results will also be used at the classroom, school, district, and Coalition levels to inform curriculum adoption, adaptation, and modification, as well as instructional shifts. Results may also be reported to the state for ESSA reporting in grades 5, 8, and 10 and potentially incorporated into a school accountability system. End-of-Unit assessments will be developed by the successful bidder with vetting from local teacher teams.
- ***Integrative Transfer Assessments*** will consist of a variety of task types, the collection of which will provide evidence regarding students’ ability to integrate, transfer, and apply the science knowledge and skills (NGSS scientific disciplinary content knowledge, science and engineering practice skills, and cross-cutting concepts) learned during the year (grade 5, 8 and 10/Biology). To assess students’ ability to integrate, transfer, and apply their three-dimensional learning, an integrated, problem-based context will be required. Each Integrative assessment will be limited to a 90 minute test taking period in grade 5 and a 120 minute test taking period (which may be broken into more than one session) in grades 8 and 10. The results from the Integrative assessments will inform professional development and instructional practices at the school, district, and Coalition and state levels. As with the End-of-Unit assessments, the results of the integrative transfer assessment may also be used by the state for meeting federal ESSA assessment requirements and potentially incorporated into a school accountability system. Integrative tasks will be developed by the vendor with vetting from local teacher teams.

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<sup>3</sup> A prime example of such performance tasks is the National Assessment of Educational Progress’s science hands-on tasks (HOTs; see [http://www.nationsreportcard.gov/science\\_2009/ict\\_summary.aspx](http://www.nationsreportcard.gov/science_2009/ict_summary.aspx)).

## **B. Development and Deliverables**

The successful bidder will provide a process that yields information to inform the DDOE's decisions about the development and implementation of the phase two activities, including information on task development and revision, task scoring, assessment blueprints, administration and technical requirements such as reliability and alignment. In the description of their process, the successful bidder should detail procedures that quickly yield information on potential issues, formulate possible solutions, implement solutions, and gather and evaluate data. For example, proposals may include a procedure for rapidly prototyping tasks, which might include the judicious use of cognitive labs, focus groups, small try-outs, structured pilots, and carefully designed field-tests.

To organize and guide this process, the DDOE expects the successful bidder to draw on a principled assessment design approach (e.g., Evidence-Centered Design) as much as practicable to produce the required deliverables. The structure and documentation afforded by a principled approach to assessment design will be particularly important in managing the nonlinear and iterative nature of the development process. In addition, drawing on a principle assessment design approach will provide coherent documentation that incorporates a validity argument, is sensitive to the state's particular context, and supports development of future science tasks and assessments.

Although the below sections divide the deliverables into discrete categories, the work outlined in this RFP will be, as noted previously, nonlinear and iterative. As such, the successful bidder and the DDOE will communicate regularly over the length of the contract, especially so that the DDOE and its consultants can provide guidance on what will be of most benefit to the DDOE as well as to Delaware's educators and stakeholders in preparation for phase II.

### **Deliverables**

#### **a) Ownership of Deliverables**

Note that all deliverables, including documentation, will become the property of DDOE, with an acceptable path for DDOE to use the materials and information without restriction. However, the contractor will have co-exclusive rights to use all processes, procedures, and tools developed prior to the execution of the contract and during the contract period, to be fully DDOE property at the conclusion of the contract. The intent is that the deliverables will be used to inform the development of Delaware's future operational science assessment.

#### **b) D.1: Project Plan**

The proposal must include a detailed project plan on how the deliverables will be accomplished. The project plan must include major tasks and a timeline. The timeline should take into account the windows in which units typically end in Delaware science classrooms (see Appendix C, as well as the commentary under D.3.C, for information on these windows). The plan should include discussion of factors that may impact the major activities and likely alternatives. The project plan should include information about needed resources, including requests to be made to the state and/or school districts. The project plan should include key personnel for the contractor, their roles, and how much time they will devote to the project.

#### **D.2: Preliminary Test Specifications**

The proposal shall outline a process in which preliminary test specifications will be rapidly developed in order to facilitate task development. The test specifications shall be developed in a joint process involving the successful bidder, the DDOE, and potentially other technical consultants. This process will

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involve review of curricular units and DE's implementation of the NGSS. Given the timeline, it is likely that the development of test specifications will be iterative in nature and take place in parallel with the development of tasks. Thus the successful bidder and the DDOE will revisit and revamp the test specifications throughout the length of the contract. The proposal should account for this type of iterative development process, and also note how the development of specific tasks will be prioritized according to preliminary test specifications.

It should be noted that the DDOE prefers that integrative transfer tasks in grades 5, 8 and 10 be computer administered tests, while unit assessments may incorporate a paper pencil test, or a hybrid assessment model where students manipulate materials and data offline, but provide responses on a computer. Computerized reporting of scores at the state, district, school and student level is desired for all assessments.

**c) D.2.A. Draft Claims**

The DDOE has developed preliminary claims, given in Table 1, for the End-of-Unit and Integrative Transfer Assessments. These claims will be revised and refined as the development process, particularly the development of the test blueprints and tasks, provides additional insights into the assessment of the NGSS. Design patterns, or tools from other principled approaches to assessment design, should be used to insure coherence between the claims, blueprints, and tasks as well as to signal when revision in one area necessitates revision in another area and should be well documented for the DDOE.

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Table 1. *Relevant Information by Assessment Type.*

Type of Assessment	Claim	Intended Score Use	Design	Grade	Administration	Length	Task Types <sup>1</sup>
End-of-Unit Assessments	Students can apply the NGSS science knowledge and skills taught within a given unit to contexts similar to those encountered in instruction	<ul style="list-style-type: none"> <li>- Instruction (e.g., determining if additional instruction on previously instructed topics is needed)</li> <li>- Grading (inclusion in students' grades in each unit)</li> <li>- Evaluation (e.g., informing curriculum adoption, adaptation, and modification)</li> </ul>	3 to 4 assessments per grade aligned with standards by unit	3 to 10, with priority on 5, 8 and 10	<ul style="list-style-type: none"> <li>- On demand as determined by teachers prior to an assessment</li> <li>- Last assessment administered 1-2 weeks before the Integrative Assessment</li> </ul>	90-minute testing time, potentially divided into two, 45-minute periods	<ul style="list-style-type: none"> <li>- "Traditional" Multiple Choice Items</li> <li>- Science simulations</li> <li>- Scores on laboratories conducted during normal instruction</li> <li>- Performance Based Tasks</li> </ul>
Integrative Transfer Assessments	Students can integrate, transfer, and apply the NGSS science knowledge and skills taught during the year to contexts that span those encountered in instruction to relatively novel contexts	<ul style="list-style-type: none"> <li>- Grading (inclusion in students' course grade)</li> <li>- Meet Federal Requirements when combined with the results from the End-of-Unit Assessments</li> </ul>	1 assessment per grade aligned with standards from multiple units (e.g., the assessment task(s) might deal with ecosystems, which pulls from multiple DCIs as well as CCCs and SEPs)	5, 8 and 10	<ul style="list-style-type: none"> <li>- Within the last two weeks of instruction in the academic year (typically in mid-June)</li> </ul>	90 minute test taking period in grade 5, 120 minute test taking period in grades 8 and 10	<ul style="list-style-type: none"> <li>- Science Simulations</li> <li>- Limited Portfolios</li> <li>- Scores on laboratories conducted during normal instruction</li> <li>- Performance Based Tasks</li> <li>- Open-Ended Constructed Response.</li> </ul>

<sup>1</sup>The provided task types are meant to be examples only. The bidder should feel free to propose any task type that will support valid inferences about student learning of the NGSS.

#### d) D.2.B. Draft Blueprints

The three dimensions of the NGSS, as well as their expression in the performance expectations, pose unique challenges to assessment development. The proposal shall detail how the bidder will work with DDOE to determine the salient features of the assessment for which tasks will be developed. DDOE does not expect the blueprints to be fully developed before task development begins, but expects the successful bidder to have a process in place to insure that unnecessary tasks are not developed and that the developed tasks, in conjunction with the fuller set of tasks to be developed in the second phase, support the claims and intended uses of the assessments.

The proposal shall discuss the various factors and issues the bidder identifies as most important to consider in constructing test blueprints, and provide a plan for gathering information about those factors and issues to inform recommendations. Examples of such factors and issues are elucidated through the following questions:

- What test designs support the claims and also yield adequate test reliability? What mixture of task types may be acceptable?
- What test designs are sustainable, e.g., allow for equating and future test development, such as through embedded field testing, and also meet the constraints of allowable test time?
- How will these issues be informed by small trials, pilot testing, and field-testing?
- If it is not possible to develop full tests with all components (three to four End-of-Unit assessments and an Integrative Transfer Assessment) in every grade level, what will be developed, and what data will be gathered to help assure that the information is generalizable to the undeveloped components?

#### e) D.3: Task Type Development

##### f) D.3.A Task Specifications and Scoring Rubrics

###### *(1) Task Types and Task Templates*

**The primary task-oriented deliverable for this contract is not a pool of tasks. The primary deliverable is knowledge about the characteristics of various task types, how to develop them, and the relative trade-offs for each.** Although the actual tasks are important, it is more important that this contract develop well-specified task templates that, at minimum, detail the range of student performances that can be used as evidence about the claims (i.e., Potential Observations), aspects of the tasks that are needed to elicit the evidence (Characteristic Task Features and possible accommodations) and aspects of the task that can be changed to shift the difficulty or focus (Variable Tasks Features). These terms are drawn from Evidence Centered Design, but the bidder may use any comparable principled design approach, e.g., assessment engineering. The task templates should also explicitly address the alignment of each task to specific Disciplinary Core Ideas, Science and Engineering Practices, and Cross-cutting Concepts, as well as Performance Expectations. The purpose of developing the task templates is to enable operational development in an efficient and accessible manner. It is assumed that task templates and their instantiation as tasks will be revised after the field test data are collected so that the final deliverable will reflect the best information and recommendations based on the work done under this contract. It is also assumed that tasks that require

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human scoring will be accompanied by scoring rubrics that clearly relate to the features of the templates and are easily used by human scores.

**(2) Bidder Qualifications**

The proposal should include the qualifications of the bidder to do this type of innovative task development work, including documented prior experience, examples of task templates, the processes used to develop the templates and additional explanation of experience developing and implementing these types of tasks.

**(3) Proposed Task Types, Task Templates and Tasks: Description, Process and Justification**

The proposal must include details on a preliminary set of proposed task types that will be tried under this contract. The proposed task types must be described and justified. A description of how these task types will be evaluated should accompany their description and justification. The proposal may also include a description of a process to develop new task types, if the bidder chooses to do so in order to meet the intent of this deliverable. The process to develop new task types should include a rationale as well as a description of how the task types will be developed and evaluated.

The proposal shall also provide preliminary counts of each task type to be developed and tried out in each grade, as well as how many tasks and tasks templates will be developed for each task type. These counts will be subject to revision throughout the development process. The task types should be varied enough to support inferences about students' learning of the NGSS and the proposal should explain how each task type supports such inferences. That is, the proposal should detail how the task types relate to the NGSS. In addition, the counts of task types, task templates and task types should be based on considerations that (a) some task types, task templates and tasks will ultimately be rejected and (b) the DDOE is intentionally seeking to develop and try out innovative and novel task types.

**(4) Resourceful Innovation**

The proposal should demonstrate resourceful innovation in proposing possible approaches to validly assessing the NGSS within the constraints of the system as given in Table 1, particularly in terms of the 90 or 120 minute caps on testing time per assessment event. Such a demonstration should include discussion of the key issues related to developing and piloting tasks within the given constraints as well as possible solution approaches. One example of such a demonstration deals with assessing the NGSS in its intended richness and complexity. Specifically, assessing the NGSS may require multiple performance-based tasks, which conflicts with the time constraints for the End-of-Unit and Integrative assessments, necessitating an innovative approach. One innovative approach that takes advantage of Delaware's shared curriculum would be to have students learn during regular classroom instruction, through a laboratory or other performance-based experience, and then have students individually respond to questions in the End-of-Unit and/or Integrative Assessments that reference the learning experience.

**g) D.3.B Task Administration**

Ideally, tasks would be administered as part of a complete set of assessments, within the windows defined by the end of each unit and the end of the school year. Grade 5 includes four curricular units that are generally completed in November, March or May. The topical units "Ecosystems" and "Earth Systems" are taught in an integrated fashion and can be assessed in tandem. Grade 8 also contains four units. In this grade, each unit is stand alone and they end in late October, December, March and May. Grade 10/Biology has 3 units taught as a complete course, which have end dates dependent upon

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district and school teaching schedules (block vs. traditional). The months in which the units end correspond roughly to the administration deadlines for the End-of-Unit assessments within the complete assessment system. The administration window for the Integrative Transfer Assessment within the complete assessment system is the end of May-early June. The proposal shall explain how the actual administration of tasks deviates from this ideal scenario and how threats to the validity of the gathered data will be mitigated.

In addition, the proposal shall also detail how variation in the sequences of the units will be accounted for in the administration process. The units are often taught in different orders across classrooms, schools and districts (e.g., the 5<sup>th</sup> grade unit Matter and Energy in Organisms and Ecosystems may be taught as the first unit in some schools, while the 5<sup>th</sup> grade unit Structure and Properties of Matter may be taught as the first unit in other schools).

The lessons learned from the administration of the tasks shall be captured by the successful bidder in order to inform the administration of the operational assessment system – specifically to identify and address important issues regarding test administration, given the possible test designs outlined in the recommendations on the test specifications.

**h) D.3.C Cognitive Laboratories**

The proposal shall include a plan for conducting cognitive laboratories with Delaware students to gather validity evidence based on cognitive processes, as well as to inform the revision of tasks, task templates and task types. The plan should include how tasks will be selected for the cognitive laboratories, if a subset of the total tasks is to be used (e.g., by sampling tasks from task templates, by prioritizing tasks from the most complex task types). The plan should also include the preliminary number of students who will participate in the cognitive laboratories and the preliminary number of tasks that will be subjected to cognitive laboratories. Inclusion of cognitive laboratory protocols and other supporting material demonstrating the bidder's experience with cognitive laboratories is encouraged.

**i) D.3.D Task Review**

The tasks are to be developed by the successful bidder with vetting from local teams of teachers. The proposal shall include a process for this type of vetting and include details on when in the task development the review(s) will take place and how many teachers per task will be required. The process shall also detail how tasks, and consequently task templates and even task types, flagged by the teacher teams will be revised or removed. In the case of the latter, details of how tasks will be developed to replace, if needed, the removed tasks should be provided.

Reviews conducted for traditional items, i.e., bias and sensitivity review, must also be detailed in the proposal. The bias and sensitivity review may be conducted as part of the vetting process or a separate review.

**j) D.3.E Task Pilot Data**

The proposal shall outline what statistical summaries task functioning will be reported to the DDOE, along with a process for determining what additional information (e.g., results from cognitive laboratories and item review), statistical and otherwise, should be provided resulting from the task administration(s). In addition, the proposal shall outline how the student response data generated by the task administrations will be provided to the DDOE.

**k) D.4: Summary and Recommendations**

The development, administration and analyses of the tasks outlined in the RFP, as well as the processes and products that support these activities, will produce information to inform decisions about the

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operational assessment system. This information will be captured in one or more written technical report(s), overviewing the activities implemented during the course of the contract, summarizing key findings and making recommendations on specific design choices. Recommendations must be made regarding:

- D.4.A* Additional task development and revision
- D.4.B* Approaches to scoring tasks
- D.4.C* Claims for each assessment and blueprints that support those claims,
- D.4.D* Administration Procedures, and
- D.4.E* How technical requirements, such as reliability, alignment or specific types of validity evidence, can be met using a design that builds on the phase one development.

Additional recommendations in other areas are welcomed by the DDOE, including issues related to the scoring, scaling and, potentially, equating of the final set of assessments. The technical report(s) will be supported by numerous other documents, as outlined in the other deliverables.

### III. TECHNOLOGY REQUIREMENTS

#### A. 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.

Any technologically required portions of 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

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number and type (role) of full-time staff it would take to ensure the system would still meet the requirements outlined in the RFP.

**B. 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:

1. A secure browser that restricts access to other applications and to the internet.
2. The browser and other components of the system must function on
  - i. Macintosh OS 10.6 and any subsequent versions of Macintosh
  - ii. Windows Vista and any subsequent versions of the Microsoft operating system
  - iii. Linux K12 LTSP and any subsequent versions of Linux lynx
  - iv. Google Chrome OS
3. 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.
4. 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.
5. The system must support a minimum of 10,000 concurrent users with a mean refresh time of less than one second.

**C. Data Dictionary and Models**

The Vendor will maintain:

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

**D. Controls**

The Vendor will describe in the proposals:

1. 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.

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2. The design and implementation of its database architecture including critical features to ensure data integrity such as record level locking
3. A method to rerun processes
4. The controls to ensure only authorized and tested changes are made to application source and compiled code
5. Procedures to ensure adequate program configuration management.
6. Controls and procedures for operations problem management.
7. Controls and procedures for operations change management.
8. Security and authentication policies and procedures
9. Change management procedures to control the movement of code from the development to the production environment

**E. Secure System Design**

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

1. The use of IDs and passwords that meet the requirements of the DDOE UserID and Password Policy.
  - a) 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.
  - b) 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.
2. All materials backed up in full at least weekly, and backed up incrementally nightly.
3. All backup tapes/media stored off site in a secure, locked fireproof container.
4. 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.
5. 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).

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6. Communication lines of equivalent capacity from multiple different communication vendors and locations in the event communication lines go down.
7. The application hosted on multiple application/web servers that provide instant failover in the event of failure.
8. The application associated with database servers configured for high availability in order to provide for instant failover in the event of failure.
9. 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.
10. 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.
11. Current 24/7 maintenance and support agreements for all hardware and software used by the application.
12. 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.
13. 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.
14. Remote secure data transmission from the schools/school districts to the Vendor and to DDOE.
15. Automated validations and reports regarding system and data errors. System reports will include, but not be limited to:
  - a) Data backup logs
  - b) Server response time/down time reporting
  - c) User accounts and domains
  - d) System event logs to track system, application and security events
  - e) System access summary reports
  - f) Results of load tests
  - g) QA reports of tests

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16. Bandwidth use and capacity among Delaware schools.

**IV. 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. Experience and Reputation
2. Expertise (psychometric, NGSS awareness, test design)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Clear, concise, viable plans and processes outlined for each deliverable:
  - a. Proposed task types
  - b. Innovative approaches to validity
  - c. Assessment Administration Plan
  - d. Task Type proposal
  - e. Test Specification and rubric development proposal
5. Consideration of technical requirements and limitations (computer considerations)
6. Overall quality and cost-effectiveness of project

**V. 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**

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

**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.

**April McCrae**  
**Delaware Department of Education**  
**401 Federal Street, Suite #2**  
**Dover, DE 19901-3639**  
[april.mccrae@doe.k12.de.us](mailto:april.mccrae@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**

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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 30 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc;

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- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time) on September 23, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

**Vendors are directed to clearly print "BID ENCLOSED" and "DOE RFP 2017-02– Next Generation Science Assessment System for Delaware Learners" 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 23, 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 23, 2017**. The DDOE reserves the right to ask for an extension of time if needed.

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**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 increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than 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

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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).

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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. Sub-Contracting**

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

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

**14. Discrepancies and Omissions**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify 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.doe.k12.de.us/rfplisting/> by **September 9, 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.

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Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word. Questions must be filed no later than midnight on **September 9, 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>.

**15. 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.

**16. 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.

**17. 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.

**18. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by 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.

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**19. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on DDOE's website at:

<https://pubapps.doe.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.

**20. 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.

**21. 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.

**22. 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.

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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
Expertise (psychometric, NGSS awareness, test design—illustrated by past performance or provided artifacts)	20%

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Criteria	Weight
Capacity to meet requirements (size, financial condition, etc.)	<b>20%</b>
Clear, concise, viable plans and processes outlined for each deliverable: <ul style="list-style-type: none"> <li>a. Proposed task types</li> <li>b. Innovative approaches to validity</li> <li>c. Assessment Administration Plan</li> <li>d. Task Type proposal</li> <li>e. Test Specification and rubric development proposal</li> </ul>	<b>25%</b>
Consideration of technical requirements and limitations (computer and security considerations including DDOE requirements)	<b>20%</b>
Overall quality and cost-effectiveness of project	<b>15%</b>
<b>Total</b>	<b>100%</b>

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.

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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 **one (1)** year with **one (1)** possible extensions for a period of **six (6) months** 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

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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,

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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.

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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 does 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:

April McCrae  
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.

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**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 does not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that 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
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And at least one of the following, as outlined below:

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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

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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,

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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 off shore facility, either by a subcontracted firm or a foreign office or division of the vendor. The vendor must attest to the fact that no activity will take place outside of the United States in its transmittal letter. Failure to adhere to this requirement is cause for elimination from future consideration.
- 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 the approval and acceptance of the DDOE.
- r. Personnel, Equipment and Services**

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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 does 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;

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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.

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**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 affect 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.

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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.

**bb. Assignment of Antitrust Claims**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware 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, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State’s or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

**cc. 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. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor’s failure to ensure compliance with DTI standards.

**E. RFP Miscellaneous Information**

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

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.

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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 (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE's Standard Contract Template

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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 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month, detailing the purchasing of all items on this contract. The reports shall be submitted and sent as an attachment to April McCrae at [april.mccrae@doe.k12.de.us](mailto:april.mccrae@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 2<sup>ND</sup> 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 2<sup>nd</sup> 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](mailto:vendorusage@state.de.us) on the 15<sup>th</sup> (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.

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE RFP 2017-02 Contract Title: Next Generation Science Assessment System for Delaware Learners

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: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ 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.**

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Attachment 2

**CONTRACT NO.:** DOE RFP 2017-02  
**CONTRACT TITLE:** Next Generation Science Assessment System for Delaware Learners  
**OPENING DATE:** August 26, 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)  

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	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:  CERT. NO.:	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
	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 \_\_\_\_\_





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**Note: use additional pages as necessary.**

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Attachment 5

Contract No. DOE RFP 2017-02

Contract Title: Next Generation Science Assessment System for Delaware Learners

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.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

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

3.	<b>Contact Name &amp; Title:</b>	
	<b>Business Name:</b>	
	<b>Address:</b>	
	<b>Email:</b>	
	<b>Phone # / Fax #:</b>	
	<b>Current Vendor (YES or NO):</b>	
	<b>Years Associated &amp; Type of Work Performed:</b>	

**STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.**



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<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor



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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											
Vend or Name*	Vend or TaxID*	Contra ct Name/ Numbe r*	Vend or Conta ct Name *	Vend or Conta ct Phone *	Repo rt Start Date *	Repo rt End Date *	Amount Paid to Subcontrac tor*	Work Performe d by Subcontra ctor UNSPSC	M/WB E Certifyi ng Agency	Veteran /Service Disabled Veteran Certifyin g Agency	2nd tier Suppli er Name	2nd tier Suppli er Addre ss	2nd tier Suppli er Phone Numbe r	2nd tier Suppli er email	Descript ion of Work Performe d	2nd tier Su ppli er 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: [vendorousage@state.de.us](mailto:vendorousage@state.de.us)

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Attachment 9

Contract No. **DOE RFP 2017-02**

Contract Title: **Next Generation Science Assessment System for Delaware Learners**

EMPLOYING DELAWAREANS REPORT

As required by House Bill # 410 (Bond Bill) of the 146<sup>th</sup> 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.

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Attachment 10

State of Delaware

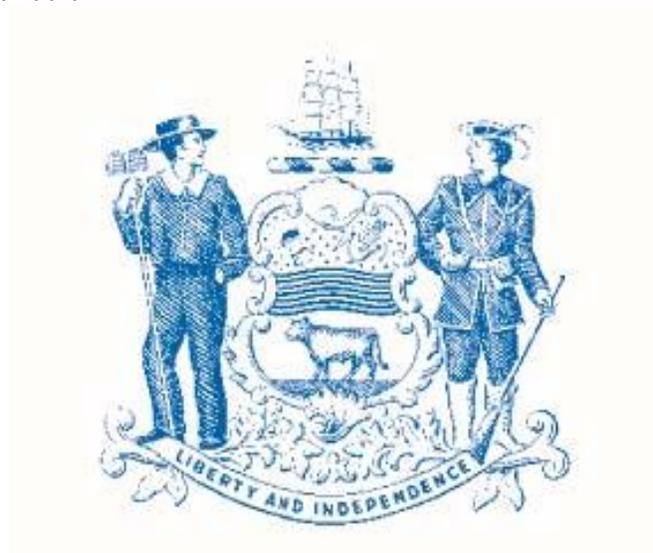
Office of Supplier Diversity  
Certification Application

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 does 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

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [osd@state.de.us](mailto:osd@state.de.us)

Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

**THE OSD ADDRESS IS FOR OSD APPLICATIONS ONLY.**

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**NO BID RESPONSE PACKAGES WILL BE ACCEPTED BY THE OSD.**

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Attachment 11

DOE CONTRACT TEMPLATE  
**Next Generation Science Assessment System for Delaware Learners**  
**and DOE RFP 2017-02**

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on **June 30**, 2017, 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 work with the Delaware Department of Education (DDOE) to design, develop, and pilot innovative science assessment tasks to inform specifications for a statewide science assessment to measure student learning of the *Next Generation Science Standards* (NGSS); 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

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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 June 30, 2017.

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.

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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 does 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

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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.

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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.

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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.

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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 does not conflict with DDOE's rights to the materials, information and documents developed in performing the project. Upon final payment, DDOE shall have a perpetual, nontransferable, non-exclusive paid-up right and license to use, copy, modify and prepare derivative works of all materials in which 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.

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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 noninfringing equivalent, (c) modify it to make it noninfringing. 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.

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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.

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**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.

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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.

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**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.

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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.**

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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:

CONTRACTOR: (Contractor Name and Address)

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

DOE Certificated Staff coordinating activity:  
\_\_\_\_\_

Next Page for Signatures.

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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

\_\_\_\_\_  
Associate Secretary (or Designee)  
Financial Management and Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial Finance Director

\_\_\_\_\_  
(Official of Contractor)  
Principal Investigator

\_\_\_\_\_  
Branch Associate Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Initial Work Group  
Director

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**AGENCIES MAY ELECT TO UTILIZE THIS FORM TO ENSURE PROPOSAL CONSISTENCY BETWEEN VENDORS. THIS FORM IS NOT A REQUIREMENT.**

**APPENDIX A  
MINIMUM MANDATORY SUBMISSION REQUIREMENTS**

Each vendor solicitation response should contain at a minimum the following information:

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK**. All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. One (1) complete Employing Delawareans Report (See Attachment 9)
10. One (1) complete OSD application (See link on Attachment 10) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as "non-responsive" and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

Vendors shall provide proposal packages in the following formats:

1. Enter number of copies (i.e. Six (6)) paper copies of the vendor proposal paperwork. **One (1) paper copy must be an original copy, marked "ORIGINAL" on the cover, and contain original signatures.**
2. Enter number of copies (i.e. One (1)) electronic copy of the vendor proposal saved to CD or DVD media disk, or USB memory stick. Copy of electronic price file shall be a separate file from all other files on the

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electronic copy. (If Agency has requested multiple electronic copies, each electronic copy must be on a separate computer disk or media).

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APPENDIX B

Outline of Topical Units and NGSS Standards to Be Assessed

Grade K-8 Unit/Topical Arrangement of Delaware NGSS Instruction

Grade	Life Science		Earth and Space Science		Physical Science	
K	Interdependent Relationships in Ecosystems: Animals, Plants, and Their Environment		Weather and Climate		Forces and Interactions: Pushes and Pulls <b>[PUSH PULL GO ALIGNED]</b>	
1	Structure, Function and Information Processing <b>[Organisms Unit Aligned for CONTENT]</b>		Space Systems: Patterns and Cycles <b>[TEACHER DEVELOPED UNIT READY AND ALIGNED]</b>		Waves: Light and Sound	
2	Interdependent Relationships in Ecosystems		Earth's systems: Processes that Shape the Earth		Structure and Properties of Matters	
3	Interdependent Relationships in Ecosystems	Inheritance and Variation of traits	Weather and Climate		Forces and Interactions	
4	Structure, Function, and Information Processing <b>[Structures of Life Aligned for CONTENT]</b>		Earth's Systems: Processes that Shape the Earth		Energy	Waves: Waves and Information
5	Matter and Energy in Organisms and Ecosystems <b>[Ecosystems Aligned for CONTENT]</b>		Earth's systems	Space Systems: Stars and the Solar System	Structure and Properties of Matter <b>[Mixtures and Solutions/Matter Teacher Developed]</b>	

Grade	Life Science		Earth and Space Science		Physical Science	
6	My Body and Me (Human Body Systems) Structure, Function and Information Processing		Earth History Natural Selection and Adaptations History of Earth Human Impacts		Energy and Forces Forces and Interactions, Waves and Electromagnetic Radiation	
7	Our Genes Ourselves Natural Selection and Adaptations & Growth, Development, and Reproduction of Organisms	Diversity of Life Structure, Function, and Information Processing, Matter and Energy in Organisms and Ecosystems	Watersheds Earth's Systems Interdependent Relationships in Ecosystems Chemical Reactions Structures and Properties of Matter Human Impacts		Properties of Matter Structure and properties of Matter Chemical Reactions	
8	Ecosystems Interdependent Relationships in Ecosystems Matter and Energy in Organisms and Ecosystems Earth's Systems Human Impacts		Weather Weather and Climate Earth's Systems Structure and Properties of Matter Waves and Electromagnetic Radiation Forces and Interactions Human Impacts	Planetary Systems Space Systems History of Earth	Energy Waves and Electromagnetic Radiation Forces and Interactions Energy	

\*Items written in red indicate current curricular resource utilized to teach concepts. If no red title is provided, a curricular resource is currently unavailable for that grade and topic. Highlighted cells are the focus of this RFP.

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**Situated at Grade 5**  
**Ecosystems**

**NGSS Science Standards**

**5.LS1.1** Support an argument that plants get the materials they need for growth chiefly from air and water. [Clarification Statement: Emphasis is on the idea that plant matter comes mostly from air and water, not from the soil.]

**5.LS2.1** Develop a model to describe the movement of matter among plants, animals, decomposers, and the environment. [Clarification Statement: Emphasis is on the idea that matter that is not food (air, water, decomposed materials in soil) is changed by plants into matter that is food. Examples of systems could include organisms, ecosystems, and the Earth.] [Assessment Boundary: Assessment does not include molecular explanations.]

**5-PS3-1.** Use models to describe that energy in animals' food (used for body repair, growth and motion and to maintain body warmth) was once energy from the sun. (Clarification: Models could include diagrams and flow charts)

**Situated at Grade 5**  
**Earth's systems**

**NGSS Science Standards**

**5-ESS2-1** Develop a model using an example to describe ways the geosphere, biosphere, hydrosphere, and/or atmosphere interact. [Clarification Statement: Examples could include the influence of the ocean on ecosystems, landform shape, and climate; the influence of the atmosphere on landforms and ecosystems through weather and climate; and the influence of mountain ranges on winds and clouds in the atmosphere. The geosphere, hydrosphere, atmosphere, and biosphere are each a system.]

**5-ESS2-2** Describe and graph the amounts and percentages of water and fresh water in various reservoirs to provide evidence about the distribution of water on Earth.

**5-ESS3-1** Obtain and combine information about ways individual communities use science ideas to protect the Earth's resources and environment.

**Situated at Grade 5**

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**Space systems**

**NGSS Science Standards**

**5-PS2-1** Support an argument that the gravitational force exerted by Earth on objects is directed down. [Clarification Statement: “Down” is a local description of the direction that points toward the center of the spherical Earth.]

**5-ESS1-1** Support an argument that differences in the apparent brightness of the sun compared to other stars is due to their relative distances from the Earth.

**5-ESS1-2** Represent data in graphical displays to reveal patterns of daily changes in length and direction of shadows, day and night, and the seasonal appearance of some stars in the night sky. [Clarification Statement: Examples of patterns could include the position and motion of Earth with respect to the sun and selected stars that are visible only in particular months.]

**Situated at Grade 5**  
**Structure and Properties of Matter**

**NGSS Science Standards**

**5-PS1-1.** Develop a model to describe that matter is made of particles too small to be seen. (Clarification statement: examples of evidence could include adding air to expand a basketball, compressing air in a syringe, dissolving sugar in water, and evaporating salt water.) [Assessment boundary: assessment does not include the atomic-scale mechanism of evaporation and condensation or defining unseen particles]

**5-PS1-2.** Measure and graph quantities to provide evidence that regardless of the type of change that occurs when heating, cooling, or mixing substances, the total weight of matter is conserved. [Clarification Statement: Examples of reactions or changes could include phase changes, dissolving, and mixing that form new substances.] [Assessment Boundary: Assessment does not include distinguishing mass and weight.]

**5-PS1-3.** Make observations and measurements to identify materials based on their properties. [Clarification Statement: Examples of materials to be identified could include baking soda and other powders, metals, minerals, and liquids. Examples of properties could include color, hardness, reflectivity, electrical conductivity, thermal conductivity, response to magnetic forces, and solubility; density is not intended as an identifiable property.] [Assessment Boundary: Assessment does not include density or distinguishing mass and weight.]

**5-PS1-4.** Conduct an investigation to determine whether the mixing of two or more substances results in new substances.

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Situated at Grade 8  
Ecosystems

NGSS Science Standards

**MS-LS1-4** Use argument based on empirical evidence and scientific reasoning to support an explanation for how characteristic animal behaviors and specialized plant structures affect the probability of successful reproduction of animals and plants respectively. [Clarification Statement: Examples of behaviors that affect the probability of animal reproduction could include nest building to protect young from cold, herding of animals to protect young from predators, and vocalization of animals and colorful plumage to attract mates for breeding. Examples of animal behaviors that affect the probability of plant reproduction could include transferring pollen or seeds, and creating conditions for seed germination and growth. Examples of plant structures could include bright flowers attracting butterflies that transfer pollen, flower nectar and odors that attract insects that transfer pollen, and hard shells on nuts that squirrels bury.]

**MS-LS1-6** Construct a scientific explanation based on evidence for the role of photosynthesis in the cycling of matter and flow of energy into and out of organisms. [Clarification Statement: Emphasis is on tracing movement of matter and flow of energy.] [Assessment Boundary: Assessment does not include the biochemical mechanisms of photosynthesis.]

**MS-LS1-5** Construct a scientific explanation based on evidence for how environmental and genetic factors influence the growth of organisms. [Clarification Statement: Examples of local environmental conditions could include availability of food, light, space, and water. Examples of genetic factors could include large breed cattle and species of grass affecting growth of organisms. Examples of evidence could include drought decreasing plant growth, fertilizer increasing plant growth, different varieties of plant seeds growing at different rates in different conditions, and fish growing larger in large ponds than they do in small ponds.] [Assessment Boundary: Assessment does not include genetic mechanisms, gene regulation, or biochemical processes.]

**MS-LS1-8** Gather and synthesize information that sensory receptors respond to stimuli by sending messages to the brain for immediate behavior or storage as memories. [Assessment Boundary: Assessment does not include mechanisms for the transmission of this information.] ***SOMEWHAT—LIVING THINGS HAVE BEHAVIORAL RESPONSES THAT SUPPORT SURVIVAL IS WHAT IS CURRENTLY TAUGHT***

**MS-LS2-1** Analyze and interpret data to provide evidence for the effects of resource availability on organisms and populations of organisms in an ecosystem. [Clarification Statement: Emphasis is on cause and effect relationships between resources and growth of individual organisms and the numbers of organisms in ecosystems during periods of abundant and scarce resources.]

**MS-LS2-2** Construct an explanation that predicts patterns of interactions among organisms across multiple ecosystems. [Clarification Statement: Emphasis is on predicting consistent patterns of interactions in different ecosystems in terms of the relationships among and between organisms and abiotic components of ecosystems. Examples of types of interactions could include competitive, predatory, and mutually beneficial.]

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**MS-LS2-3** Develop a model to describe the cycling of matter and flow of energy among living and nonliving parts of an ecosystem. [Clarification Statement: Emphasis is on describing the conservation of matter and flow of energy into and out of various ecosystems, and on defining the boundaries of the system.] [Assessment Boundary: Assessment does not include the use of chemical reactions to describe the processes.]

**MS-LS2-4** Construct an argument supported by empirical evidence that changes to physical or biological components of an ecosystem affect populations. [Clarification Statement: Emphasis is on recognizing patterns in data and making warranted inferences about changes in populations, and on evaluating empirical evidence supporting arguments about changes to ecosystems.]

**MS-LS2-5** Evaluate competing design solutions for maintaining biodiversity and ecosystem services.\* [Clarification Statement: Examples of ecosystem services could include water purification, nutrient recycling, and prevention of soil erosion. Examples of design solution constraints could include scientific, economic, and social considerations.]

**MS-LS4-4** Construct an explanation based on evidence that describes how genetic variations of traits in a population increase some individuals' probability of surviving and reproducing in a specific environment. [Clarification Statement: Emphasis is on using simple probability statements and proportional reasoning to construct explanations]

**MS-ESS3-4.** Construct an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems. [Clarification Statement: Examples of evidence include grade-appropriate databases on human populations and the rates of consumption of food and natural resources (such as freshwater, mineral, and energy). Examples of impacts can include changes to the appearance, composition, and structure of Earth's systems as well as the rates at which they change. The consequences of increases in human populations and consumption of natural resources are described by science, but science does not make the decisions for the actions society takes.]

**MS-ETS1-1.** Define the criteria and constraints of a design problem with sufficient precision to ensure a successful solution, taking into account relevant scientific principles and potential impacts on people and the natural environment that may limit possible solutions.

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**Situated at Grade 8**  
**Weather**

**NGSS Science Standards**

**MS-PS1-4** Develop a model that predicts and describes changes in particle motion, temperature, and state of a pure substance when thermal energy is added or removed. [Clarification Statement: Emphasis is on qualitative molecular-level models of solids, liquids, and gases to show that adding or removing thermal energy increases or decreases kinetic energy of the particles until a change of state occurs. Examples of models could include drawing and diagrams. Examples of particles could include molecules or inert atoms. Examples of pure substances could include water, carbon dioxide, and helium.]

**MS-PS3-4** Plan an investigation to determine the relationships among the energy transferred, the type of matter, the mass, and the change in the average kinetic energy of the particles as measured by the temperature of the sample. [Clarification Statement: Examples of experiments could include comparing final water temperatures after different masses of ice melted in the same volume of water with the same initial temperature, the temperature change of samples of different materials with the same mass as they cool or heat in the environment, or the same material with different masses when a specific amount of energy is added.] [Assessment Boundary: Assessment does not include calculating the total amount of thermal energy transferred.]

**MS-ESS2-4** Develop a model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity. [Clarification Statement: Emphasis is on the ways water changes its state as it moves through the multiple pathways of the hydrologic cycle. Examples of models can be conceptual or physical.] [Assessment Boundary: A quantitative understanding of the latent heats of vaporization and fusion is not assessed.]

**MS-ESS2-6** Develop and use a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates. [Clarification Statement: Emphasis is on how patterns vary by latitude, altitude, and geographic land distribution. Emphasis of atmospheric circulation is on the sunlight-driven latitudinal banding, the Coriolis effect, and resulting prevailing winds; emphasis of ocean circulation is on the transfer of heat by the global ocean convection cycle, which is constrained by the Coriolis effect and the outlines of continents. Examples of models can be diagrams, maps and globes, or digital representations.] [Assessment Boundary: Assessment does not include the dynamics of the Coriolis effect.]

**MS-ESS3-2.** Analyze and interpret data on natural hazards to forecast future catastrophic events and inform the development of technologies to mitigate their effects. [Clarification Statement: Emphasis is on how some natural hazards, such as volcanic eruptions and severe weather, are preceded by phenomena that allow for reliable predictions, but others, such as earthquakes, occur suddenly and with no notice, and thus are not yet predictable. Examples of natural hazards can be taken from interior processes (such as earthquakes and volcanic eruptions), surface processes (such as mass wasting and tsunamis), or severe weather events (such as hurricanes,

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tornadoes, and floods). Examples of data can include the locations, magnitudes, and frequencies of the natural hazards. Examples of technologies can be global (such as satellite systems to monitor hurricanes or forest fires) or local (such as building basements in tornado-prone regions or reservoirs to mitigate droughts).]

**Situated at Grade 8  
Planetary Systems**

**NGSS Science Standards**

**MS-ESS1-1** Develop and use a model of the Earth-sun-moon system to describe the cyclic patterns of lunar phases, eclipses of the sun and moon, and seasons. [Clarification Statement: Examples of models can be physical, graphical, or conceptual.]

**MS-ESS1-2** Develop and use a model to describe the role of gravity in the motions within galaxies and the solar system. [Clarification Statement: Emphasis for the model is on gravity as the force that holds together the solar system and Milky Way galaxy and controls orbital motions within them. Examples of models can be physical (such as the analogy of distance along a football field or computer visualizations of elliptical orbits) or conceptual (such as mathematical proportions relative to the size of familiar objects such as students' school or state).] [Assessment Boundary: Assessment does not include Kepler's Laws of orbital motion or the apparent retrograde motion of the planets as viewed from Earth.]

**MS-ESS1-3** Analyze and interpret data to determine scale properties of objects in the solar system. [Clarification Statement: Emphasis is on the analysis of data from Earth-based instruments, space-based telescopes, and spacecraft to determine similarities and differences among solar system objects. Examples of scale properties include the sizes of an object's layers (such as crust and atmosphere), surface features (such as volcanoes), and orbital radius. Examples of data include statistical information, drawings and photographs, and models.] [Assessment Boundary: Assessment does not include recalling facts about properties of the planets and other solar system bodies.]

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**Situated at Grade 8**  
**Transformation of Energy**

**NGSS Science Standards**

**MS-PS2-1** Apply Newton’s Third Law to design a solution to a problem involving the motion of two colliding objects.\* [Clarification Statement: Examples of practical problems could include the impact of collisions between two cars, between a car and stationary objects, and between a meteor and a space vehicle.] [Assessment Boundary: Assessment is limited to vertical or horizontal interactions in one dimension.]

**MS-PS2-2** Plan an investigation to provide evidence that the change in an object’s motion depends on the sum of the forces on the object and the mass of the object. [Clarification Statement: Emphasis is on balanced (Newton’s First Law) and unbalanced forces in a system, qualitative comparisons of forces, mass and changes in motion (Newton’s Second Law), frame of reference, and specification of units.] [Assessment Boundary: Assessment is limited to forces and changes in motion in one-dimension in an inertial reference frame and to change in one variable at a time. Assessment does not include the use of trigonometry.] ***CURRENTLY TAUGHT IN GRADE 6.***

**MS-PS2-3** Ask questions about data to determine the factors that affect the strength of electric and magnetic forces. [Clarification Statement: Examples of devices that use electric and magnetic forces could include electromagnets, electric motors, or generators. Examples of data could include the effect of the number of turns of wire on the strength of an electromagnet, or the effect of increasing the number or strength of magnets on the speed of an electric motor.] [Assessment Boundary: Assessment about questions that require quantitative answers is limited to proportional reasoning and algebraic thinking.]

**MS-PS2-4** Construct and present arguments using evidence to support the claim that gravitational interactions are attractive and depend on the masses of interacting objects. [Clarification Statement: Examples of evidence for arguments could include data generated from simulations or digital tools; and charts displaying mass, strength of interaction, distance from the Sun, and orbital periods of objects within the solar system.] [Assessment Boundary: Assessment does not include Newton’s Law of Gravitation or Kepler’s Laws.]

**MS-PS2-5** Conduct an investigation and evaluate the experimental design to provide evidence that fields exist between objects exerting forces on each other even though the objects are not in contact. [Clarification Statement: Examples of this phenomenon could include the interactions of magnets, electrically-charged strips of tape, and electrically-charged pith balls. Examples of investigations could include first-hand experiences or simulations.] [Assessment Boundary: Assessment is limited to electric and magnetic fields, and limited to qualitative evidence for the existence of fields.]

**MS-PS3-1** Construct and interpret graphical displays of data to describe the relationships of kinetic energy to the mass of an object and to the speed of an object. [Clarification Statement: Emphasis is on descriptive relationships between kinetic energy and mass separately

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from kinetic energy and speed. Examples could include riding a bicycle at different speeds, rolling different sizes of rocks downhill, and getting hit by a whiffle ball versus a tennis ball.]

**MS-PS3-2** Develop a model to describe that when the arrangement of objects interacting at a distance changes, different amounts of potential energy are stored in the system. [Clarification Statement: Emphasis is on relative amounts of potential energy, not on calculations of potential energy. Examples of objects within systems interacting at varying distances could include: the Earth and either a roller coaster cart at varying positions on a hill or objects at varying heights on shelves, changing the direction/orientation of a magnet, and a balloon with static electrical charge being brought closer to a classmate's hair. Examples of models could include representations, diagrams, pictures, and written descriptions of systems.] [Assessment Boundary: Assessment is limited to two objects and electric, magnetic, and gravitational interactions.]

**MS-PS3-3** Apply scientific principles to design, construct, and test a device that either minimizes or maximizes thermal energy transfer.\* [Clarification Statement: Examples of devices could include an insulated box, a solar cooker, and a Styrofoam cup.] [Assessment Boundary: Assessment does not include calculating the total amount of thermal energy transferred.]

**MS-PS3-4** Plan an investigation to determine the relationships among the energy transferred, the type of matter, the mass, and the change in the average kinetic energy of the particles as measured by the temperature of the sample. [Clarification Statement: Examples of experiments could include comparing final water temperatures after different masses of ice melted in the same volume of water with the same initial temperature, the temperature change of samples of different materials with the same mass as they cool or heat in the environment, or the same material with different masses when a specific amount of energy is added.] [Assessment Boundary: Assessment does not include calculating the total amount of thermal energy transferred.]

**MS-PS3-5** Construct, use, and present arguments to support the claim that when the kinetic energy of an object changes, energy is transferred to or from the object. [Clarification Statement: Examples of empirical evidence used in arguments could include an inventory or other representation of the energy before and after the transfer in the form of temperature changes or motion of object.] [Assessment Boundary: Assessment does not include calculations of energy.]

**MS-PS4-1** Use mathematical representations to describe a simple model for waves that includes how the amplitude of a wave is related to the energy in a wave. (Clarification Statement: Emphasis is on describing waves with both qualitative and quantitative thinking)

**MS-PS4-2** Develop and use a model to describe that waves are reflected, absorbed, or transmitted through various materials. (Clarification Statement: Emphasis is on both light and mechanical waves. Examples of models could include drawings, simulations, and written descriptions.)

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**MS-PS4-3** Integrate qualitative scientific and technical information to support the claim that digitized signals are a more reliable way to encode and transmit information than analog signals. (Clarification Statement: Emphasis is on a basic understanding that waves can be used for communication purposes. Examples could include using fiber optic cable to transmit light pulses, radio wave pulses in Wi-Fi devices, and conversion of stored binary patterns to make sound or text on a computer screen.)

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**Grade 10/Biology**

Three Focus “topical” Units of Instructions include (highlighted to indicate connection with standards):

**Structure and Function (Cellular Biology)**

**Matter and Energy in Organisms and Ecosystems**

**Inheritance and Variation of Traits/Natural Selection and Evolution**

**NGSS STANDARDS ADDRESSED:**

**HS-LS1-1:** Construct an explanation based on evidence for how the structure of DNA determines the structure of proteins which carry out the essential functions of life through systems of specialized cells.

**HS-LS1-2:** Develop and use a model to illustrate the hierarchical organization of interacting systems that provide specific functions within multicellular organisms.

**HS-LS1-3:** Plan and conduct an investigation to provide evidence that feedback mechanisms maintain homeostasis.

**HS-LS1-4:** Use a model to illustrate the role of cellular division (mitosis) and differentiation in producing and maintaining complexing organisms.

**HS-LS1-5:** Use a model to illustrate how photosynthesis transforms light energy into stored chemical energy.

**HS-LS1-6:** Construct and revise an explanation based on evidence for how carbon, hydrogen, and oxygen from sugar molecules may combine with other elements to form amino acids and/or other large carbon-based molecules.

**HS-LS1-7:** Use a model to illustrate that cellular respiration is a chemical process whereby the bonds of food molecules and oxygen molecules are broken and the bonds in the new compounds are formed resulting in a net transfer of energy.

**HS-LS2-1:** Use mathematical and/or computational representations to support explanations of factors that affect carrying capacity of ecosystems at different scales.

**HS-LS2-2:** Use mathematical representations to support and revise explanations based on evidence about factors affecting biodiversity and populations in ecosystems of different scales.

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**HS-LS2-3:** Construct and revise an explanation based on evidence for the cycling of matter and flow of energy in aerobic and anaerobic conditions.

**HS-LS2-4:** Use mathematical representations to support claims for the cycling of matter and flow of energy among organisms in an ecosystem.

**HLS2-5:** Develop a model to illustrate the role of photosynthesis and cellular respiration in the cycling of carbon among the biosphere, atmosphere, hydrosphere, and geosphere.

**HS-LS2-6:** Evaluate the claims, evidence, and reasoning that the complex interactions in ecosystems maintain relatively consistent numbers and types of organisms in stable conditions, but changing conditions may result in a new ecosystem.

**HS-LS2-7:** Design, evaluate, and refine a solution for reducing the impacts of human activities on the environment and biodiversity.

**HS-LS2-8:** Evaluate the evidence for the role of group behavior on individual and species' chances to survive and reproduce.

**HS-ESS2-6:** Develop a quantitative model to describe the cycling of carbon among the hydrosphere, atmosphere, geosphere, and biosphere.

**HSESS2-7:** Construct an argument based on evidence about the simultaneous co-evolution of Earth's systems and life on Earth.

**HS-LS3-1:** Ask questions to clarify relationships about the role of DNA and chromosomes in coding the instructions for characteristic traits passed from parents to offspring.

**HS-LS3-2:** Make and defend a claim based on evidence that inheritable genetic variations may result from: (1) new genetic combinations through meiosis, (2) viable errors occurring during replication, and/or (3) mutations caused by environmental factors.

**HS-LS3-3:** Apply concepts of statistics and probability to explain the variation and distribution of expressed traits in a population.

**HS-LS4-1:** Communicate scientific information that common ancestry and biological evolution are supported by multiple lines of empirical evidence.

**HS-LS4-2:** Construct an explanation based on evidence that the process of evolution primarily results from four factors: (1) the potential for a species to increase the number, (2) the heritable genetic variation of individuals in a species due to mutation and sexual reproduction, (3) competition for limited resources, and (4) the proliferation of those organisms that are better able to survive and reproduce in the environment.

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**HS-LS4-3:** Apply concepts of statistics and probability to support explanations that organisms with an advantageous heritable trait tend to increase in proportion to organisms lacking this trait.

**HS-LS4-4:** Construct an explanation based on evidence for how natural selection leads to adaptation of populations.

**HLS4-6:** Create or revise a simulation to test a solution to mitigate adverse impacts of human activity on biodiversity.

**HS-LS4-5:** Evaluate the evidence supporting claims that changes in environmental conditions may result in: (1) increases in the number of individuals of some species, (2) the emergence of new species over time, and (3) the extinction of other species.

**HS-PS1-4** Develop a model to illustrate that the release or absorption of energy from a chemical reaction system depends upon the changes in total bond energy. (Ai, Aii, Aiii) \*

**HS-PS1-7:** Use mathematical representations to support the claim that atoms, and therefore mass, are conserved during a chemical reaction.(need to look at evidence statements closer)

**HS-PS3-1:** Create a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.

**\*Areas** where Ai or Aii etc. are noted indicate that the standard is only to be taught to a specific level of the evidence statements that accompany the standard. The student is not to be held to the full extent of the standard at this grade level.

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APPENDIX C  
Timeline for Approximate Completion of Each Topical Unit\*

Grades K-5

K	Interdependent Relationships in Ecosystems: Animals, Plants, and Their Environment <b>November</b>		Weather and Climate <b>June</b>		Forces and Interactions: Pushes and Pulls <b>[PUSH PULL GO ALIGNED]</b> <b>March</b>	
1	Structure, Function and Information Processing <b>[Organisms Unit Aligned for CONTENT]</b> <b>November</b>		Space Systems: Patterns and Cycles <b>[TEACHER DEVELOPED UNIT READY AND ALIGNED]</b> <b>March</b>		Waves: Light and Sound <b>May</b>	
2	Interdependent Relationships in Ecosystems <b>November</b>		Earth's systems: Processes that Shape the Earth <b>May</b>		Structure and Properties of Matters <b>March</b>	
3	Interdependent Relationships in Ecosystems <b>November</b>	Inheritance and Variation of traits <b>November</b>	Weather and Climate <b>March</b>		Forces and Interactions <b>May</b>	
4	Structure, Function, and Information Processing <b>[Structures of Life Aligned for CONTENT]</b> <b>November</b>		Earth's Systems: Processes that Shape the Earth <b>May</b>		Energy <b>March</b>	Waves: Waves and Information <b>March</b>
5	Matter and Energy in Organisms and Ecosystems <b>[Ecosystems Aligned for CONTENT]</b> <b>November</b>		Earth's systems <b>November</b>	Space Systems: Stars and the Solar System <b>May</b>	Structure and Properties of Matter <b>[Mixtures and Solutions/Matter Teacher Developed]</b> <b>March</b>	

\*Some units/topics are taught in combination and could be assessed TOGETHER (note units ending at same time)

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Grades 6-8

Grade	Life Science		Earth and Space Science		Physical Science
6	<p style="text-align: center;"><b>My Body and Me (Human Body Systems)</b> Structure, Function and Information Processing <b>December</b></p>		<p style="text-align: center;"><b>Earth History</b> Natural Selection and Adaptations History of Earth Human Impacts <b>May</b></p>		<p style="text-align: center;"><b>Energy and Forces</b> Forces and Interactions, Waves and Electromagnetic Radiation <b>March</b></p>
7	<p style="text-align: center;"><b>Our Genes Ourselves</b> Natural Selection and Adaptations &amp; Growth, Development, and Reproduction of Organisms <b>January</b></p>	<p style="text-align: center;"><b>Diversity of Life</b> Structure, Function, and Information Processing, Matter and Energy in Organisms and Ecosystems <b>November</b></p>	<p style="text-align: center;"><b>Watersheds</b> Earth's Systems Interdependent Relationships in Ecosystems Chemical Reactions Structures and Properties of Matter Human Impacts <b>May</b></p>		<p style="text-align: center;"><b>Properties of Matter</b> Structure and properties of Matter Chemical Reactions <b>April</b></p>
8	<p style="text-align: center;"><b>Ecosystems</b> Interdependent Relationships in Ecosystems Matter and Energy in Organisms and Ecosystems Earth's Systems Human Impacts <b>May</b></p>		<p style="text-align: center;"><b>Weather</b> Weather and Climate Earth's Systems Structure and Properties of Matter Waves and Electromagnetic Radiation Forces and Interactions Human Impacts <b>December</b></p>	<p style="text-align: center;"><b>Planetary Systems</b> Space Systems History of Earth <b>March</b></p>	<p style="text-align: center;"><b>Energy</b> Waves and Electromagnetic Radiation Forces and Interactions Energy <b>October/November</b></p>

**\*\*NOTE\*\*** High School Biology will need to be discussed more deeply, as our schools have assorted schedules. Some HS are on semester block schedules, others on A/B block, others on daily 50 minute periods. This affects the timing of unit delivery.

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