

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**  
**Delaware Alternate Assessment System (DeSSA-Alt)**  
**ISSUED BY DELAWARE DEPARTMENT OF EDUCATION**  
**CONTRACT NUMBER 2018-05**

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**I. Overview**

The State of Delaware Department of Education, seeks professional services to enter purpose for solicitation. 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: <b>October 16, 2017</b>
Deadline for Questions	Date: <b>October 30, 2017</b>
Response to Questions Posted by:	Date: <b>November 6, 2017</b>
Deadline for Receipt of Proposals	Date: <b>November 13, 2017</b> at 2:00PM (Local Time)
Estimated Notification of Award	Date: <b>December, 2017</b>

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, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For

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technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

**MANDATORY PREBID MEETING**

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

**II. Scope of Services**

**A. Introduction**

The purpose of this RFP is to solicit high-quality proposals from qualified bidders for alternate assessments in the areas of ELA, Mathematics and Science; these alternate assessments will measure the learning of Delaware's students with significant cognitive disabilities. The ELA and Mathematics alternate assessments must be aligned to Common Core alternate, grade level standards for grades 3-8 and 11. The science alternate assessment must be aligned to the NGSS alternate, grade level standards for grades 5 and 8; grade 10 must be aligned to alternate, grade level standards for Biology. Guidelines detailed in this RFP are expected to yield immediate operational alternate assessments, DeSSA-Alt, for 2018-2019.

The DeSSA-Alt must meet standards of best practice laid out in the Standards for Educational and Psychological Testing (American Educational Research Association, American Psychological Association, and the National Council on Measurement in Education, 2014). The DeSSA-Alt must also satisfy the requirements laid out in the U. S. Department of Education Peer Review of State Assessment Systems: Non-Regulatory Guidance for States (U. S. Department of Education, 2015). The results of the 2018-2019 administration of the DeSSA-Alt for ELA, Mathematics and Science will be reported for state and federal requirements.

**B. Purpose of the Delaware's Alternate Assessment (DeSSA-Alt)**

- 1) The purpose of Delaware's Alternate Assessment (DeSSA-Alt) is to:
- 2) Maximize access to the general education curriculum for students with the most significant cognitive disabilities;
- 3) Ensure that all students with disabilities are included in the Delaware's statewide assessment and accountability systems; and
- 4) Direct instruction in the classroom by providing important data to guide classroom decisions.

The DeSSA-Alt needs to measure the performance of a small population of students with the most significant cognitive disabilities (approximately 1% of the total student population) in the areas of English/Language Arts (including writing), Math and Science providing for the accessibility needs of this testing population.

**C. Test Design for ELA, Mathematics, and Science — Ongoing Development, and Administration**

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It is Delaware's desire to have a comprehensive assessment system to include instructional support resources, interim assessments, and a summative, alternate assessment (DeSSA Alt).

1. The Vendor will be responsible for the administration of a primarily computer based adaptive performance-style alternate assessment program in ELA, Mathematics, and Science during each of the school years specified in this RFP. Administration of the assessments include: hosting, system administration, help desk support, provision of user manuals, and provision of print-ready reporting files. Additionally, the Vendor will provide program management support services to ensure the smooth functioning of the primarily computer-based, adaptive performance-style alternate assessment program. The assessments will be provided in the spring semester of each school year to approximately 3,500 students yearly. Per-student charges will be based on the actual number of students who participate in some or all of the assessment.
2. The test design shall be described by the Vendor including but not limited to the following aspects:
  - How the proposed design measures the Alternate Assessment standards and blueprints.
  - A description of the psychometric characteristics and considerations of the assessment; including scoring, scaling, and linking methods.
  - Given that the proposed assessment must be adaptive in nature, a description of adaptive characteristics.
  - If the nature of the reported scores is known, details on the reported scores should be included as well.
  - The Vendor must provide documentation of the standard setting methodology, process, and resulting cut scores.
  - The proposed alternate assessments in ELA, Mathematics, and Science shall be able to assess a wide range of student performance for each given grade, but must be consistent with the "on grade" requirements stipulated by Elementary and Secondary Education Act (ESEA) and Individuals with Disabilities Education Act (IDEA). In the proposal, the Vendor should describe its solution to this requirement.
  - The provision of a student profile survey or some other data collection instrument to assist in the determination of student-level characteristics (including accommodations) that will be used in setting up the test administration profile for each student in the online system.
3. The test development of the proposed ELA, Mathematics, and Science assessments shall be described by the Vendor including but not limited to the following aspects:
  - The original development process that will cede the first year's operational administration (i.e., because this contract does not have a provision for initial test development or field testing in prior to the first operational administration).
  - Any proposed ongoing test development (if part of the proposed solution) to further populate the assessment in subsequent school years. DDOE will entertain, but neither requires nor ensures, that field testing in subsequent years may occur within Delaware. Any subsequent-year field testing may be proposed by the Vendor, but will be subject to DDOE's commitment to reducing, when appropriate, the overall amount of testing taking place in Delaware schools. For this reason, embedding of field test items in operational tests should be considered if field-testing in subsequent years is considered necessary.

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4. The administration protocols for the proposed ELA, Mathematics, and Science assessments shall be described by the Vendor including but not limited to the following aspects:
  - Specific administration procedures for the assessment.
  - Proposed testing windows with descriptions/justifications (which will require approval by DDOE).
  - Required staffing and facilities for the administration of the proposed assessment.
  - A hard copy and/or electronic sample test administrator manual and interpretive guide to assist teachers and administrators in understanding assessment results must be provided; the information to be included in these should be described in the proposal.
  - Vendor must provide support materials (guides, test administrator manuals, training PowerPoint presentations, etc.) in electronic format for DDOE and district/school use. Formats must be appropriate for development of presentation slides, publications, and Internet Web site use (including Adobe AcrobatR PDF and Microsoft WordR formats).
  - In the proposal the Vendor (with approval of DDOE) shall delineate the anticipated roles and responsibilities of the following in the administration of the assessment: DDOE, Districts, Schools, individuals tasked with directly administering the assessment to students, and any other personnel with roles and responsibilities related to the assessment as proposed by the Vendor, and approved by DDOE.
5. The Vendor must provide a general overview of their proposed approach to this project, including the following:
  - A thorough description of the proposed assessment program. This narrative should include a description of the proposed test's design, the administration of the assessment, and what students taking the assessment will actually experience.
  - A description of the Vendor's capabilities to accomplish the assessment program as proposed.
  - Brief description of the underlying theoretical foundation for the proposed approach to assessment for students with severe cognitive disabilities.
  - The plan to perform the scope of work.
6. Initial Provision and Continual Enhancement of Test Content
  - The Vendor will be responsible for initially providing test content to be used for the assessment. The Vendor must also provide ongoing test development to enhance and replenish the assessment pools for the assessment.
  - The proposed assessment needs to meet industry standards for the development of blueprints and assessments, and that the proposed test will be developed and ready for administration in the 2018-20219 school year, with ongoing development, as needed, in the Science, ELA, and Mathematics content areas. The proposed assessment must be adaptive.
7. The Alternate Assessments must be fully translated into Spanish, include a glossary for up to six (6) other languages (determined by student population), and the system must have the capacity to add additional languages if required in the future by DDOE.
8. **Accommodations and ADA:**

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

**9. Universal Design**

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

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

See:

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

**10. Provision of Blueprints**

The Vendor must demonstrate alignment of the assessment blueprint to the Common Core State Standards in ELA and Mathematics in grades 3-8 and grade 11 and Next Generation Science standards for grades 5, 8, and 10 (biology). A requirement of this RFP is that the Vendor will have access to, defensible research-based blueprints that are aligned to the Common Core State Standards for ELA, Mathematics, and next Generation Science standards, but appropriate for DeSSA-Alt through modification in terms of depth and complexity.

**D. Training and Support**

**1. Professional Development, Training, and Support for Educators**

- The Vendor will propose a professional development program that includes training and materials designed to help educators and parents understand how to use the assessment.
- The Vendor must provide training and support for the proposed assessment program for ELA, Mathematics, and Science. Also, the Vendor must include in the proposal a detailed

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plan of action and timeline that describes how and when each of the training and support tasks will be accomplished. For the first year of the contract, the Vendor should plan to begin leadership training as close to the anticipated July 1, 2018 start date as possible under the assumption that operational testing will occur in spring 2019.

- Three Face-to-Face on-site training sessions will be held during the 2018-2019 school year. The first two will take place in August for a DDOE leadership and support team to include ACCESS staff from University of Delaware, DDOE content staff, Special Education Coordinators, and District Test Coordinators. One additional on-site training will be conducted by the Vendor during the 2018-2019 school year prior to the first testing window for educators on the administration of the assessment, as mutually agreed upon by DDOE and the Vendor.
- Updated training modules will be posted for previously trained and those who miss training each year of the contract.
- The Vendor must provide appropriate training materials for DDOE to review and approve no later than four weeks prior to all trainings. Specific dates to be determined in collaboration with the Vendor and DDOE.
- The Vendor will be responsible for setting up webinar trainings and providing all materials needed for each webinar as well as managing the pre-registration and set-up process for the training. The Vendor will record each webinar and make available the recording (in a format acceptable to DDOE) and materials to DDOE for potential posting for later viewing on a DDOE web site. The Vendor may also manage their own web site that includes training and guidance documents for the assessment.
- The Vendor will conduct at least three training sessions during the 2018-2019 year of the proposed contract. During the first year of the contract term, the budget should assume that these three sessions are in-person sessions that are centrally located in Delaware. It can also be assumed that any additional training sessions after the initial three sessions during the first year may be conducted virtually. One face-to-face session by the Vendor will take place in year two and three of the contract term, with additional sessions conducted virtually. At least one in-person training session and all virtual trainings will be recorded so that DDOE schools, and districts can review the training sessions throughout the school year. DDOE will consider alternate training plans that the Vendor believes provide a more systematic and coherent implementation.

**2. Delaware’s Communication Portfolio Summary (DCPS)**

Delaware is required to administer the Delaware Communication Portfolio Summary (DCPS), a portfolio alternate assessment as opposed to a “selected response” assessment, for students whose previous assessment results were thought to be not valid due to communication challenges.

- a. DCPS is a collection of observation rubrics organized around an activity or lesson. The DCPS is administered on 3 separate occasions, throughout the year, for each content area - ELA, Math and Science.
- b. Test administrators determine the student’s level using the results of a Communication Matrix and the DCPS Communication Performance Level Descriptors.
- c. Guidance and collaboration with DDOE will include development of materials for the DCPS administration/system interface for fall 2018.

**3. Training for DeSSA-Alt Administration in ELA, Mathematics, and Science**

As described previously, the Vendor will be responsible for providing training for leadership and educators responsible for administering the test.

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- The Vendor must provide training and supplemental materials in ELA, Mathematics, and Science to the DDOE each year in early September on the implementation of the DeSSA-Alt in ELA, Mathematics, and Science for the DeSSA-Alt to train special education teachers at the local school district level. The Vendor must develop the training materials for the turnkey training based on the Administration Manual and forms. These materials must be approved by DDOE.
- The DDOE will be responsible for arranging for training sites and all associated costs of the training (room, meals, materials, and audio-visual equipment).With the possible exception of the first year, the training sessions held by the Vendor must be completed by September 30. Specific dates and locations will be determined in collaboration with DDOE, which will be contacted by the Vendor to help coordinate dates and locations for the training.
- The Vendor will also propose a professional development program that includes training and materials designed to help educators and parents understand how to use the assessment.
- For educators, training for "how to use the assessment" may include how the assessment can be used to pinpoint specific areas of strength and weakness (profile of a student's abilities) and differentiate instruction. Teachers can differentiate instruction through techniques such as individualized learning plans, flexible grouping strategies, and alternative instructional approaches geared to different student profiles. Assessment data may provide information that teachers can use to alter their teaching practice to improve student outcomes.
- For parents, training for "how to use the assessment" will help parents to understand that standardized testing programs usually serve several purposes: identify a child's academic strengths and areas for improvement as well as evaluate the instructional program.

**4. Customer Service and Continued Support**

The Vendor should respond to the requirements below with the understanding that it is DDOE's expectation that technical support for the proposed system will be provided in a responsive manner that minimizes school personnel and student burden, disruption, and inconvenience. Furthermore, given DDOE's limited capacity to handle customer service inquiries, the Vendor should be prepared to serve as the primary provider of customer service to individuals in Delaware seeking customer service for the proposed assessment.

- a. The Vendor will provide e-mail and toll-free customer service support by trained customer service representatives. A supervisor must be available to answer Delaware inquiries from 8:00 a.m. ET to 4:00 p.m. ET Monday through Friday. In addition, the email and toll-free support number must be open from at least 7:00 a.m. — 4:30 p.m. ET prior to and during administration windows, and these extended hours will continue until scheduled administrations are complete.
- b. If customer service staff is not available, callers will be allowed to leave messages, and calls will be returned within two hours during the week prior to, the week of, and the week after administration.
- c. The Vendor must be able to provide e-mail support from its customer service center. School personnel must receive a response to their e-mail within one hour for standard operational support questions. It is understood that a longer response time may be required for policy questions that might require coordination with DDOE.
- d. Customer service staff will initiate e-mail communications in order to inform DDOE and district test coordinators of approaching deadlines and deliverables. However,

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- any direct communication between the Vendor and districts that is not related to a district- or school-initiated support request must first be approved by DDOE.
- e. An electronic record of all telephone calls and e-mails as well as responses given to customers must be maintained. In the proposal, the Vendor must include a description and provide sample reports showing how calls and e-mails will be logged, including the caller/e-mailed name, district, school, date and time of incoming call/e-mail, summary of issue, resolution, and date and time of resolution. This electronic record shall be in a format (e.g., a database) so that DDOE can sort by district, school, and date. This will allow DDOE to determine the frequency of issues that arise before, during, and after assessments. The electronic record will also be used to produce frequently asked question (FAQ) documents and/or inform future trainings.
  - f. All communications (calls, faxes, e-mails, etc.) received and made by customer service staff will be noted in the monthly report sent to DDOE. The report must note the time and date of the communication, the person making the communication, the nature of the communication, the resolution of the issue addressed by the communication, and the length of time from problem notification to resolution.
  - g. All communications not related to a district- or school-initiated support request by the Vendor must be pre-approved by DDOE. This includes both written communications and oral scripts used when customer service representatives must contact district staff. Additionally, customer service staff may be asked to initiate e-mail communications by DDOE in unusual circumstances.
  - h. The Vendor must create and administer at least one annual customer feedback survey. The survey will record feedback on customer satisfaction with ordering, fulfillment, security, receiving, returning, and other criteria consistent with best business practice. The survey must also capture information relevant to the online assessment tool used for this assessment. The Vendor shall compile the results of the survey and report them, with recommendations, to DDOE.

**E. Supporting Materials & Interpretative Guides**

**1. Informational Brochures**

The Vendor shall produce informational brochures that describe the alternate assessment for ELA, Math and science. The brochures will be designed for parents, teachers, and students, as well as policy makers and administrators. Although all elements of production and distribution to schools will be the responsibility of the Vendor, the work will be closely managed by the DDOE to ensure that the brochures adequately and accurately reflect the nature and goals of the Alternate Assessment System. The brochures will be available on the DDOE website.

**2. Public and Educator Practice Sites**

The Vendor will provide a practice test site available to the public that can be accessed with a non-secure browser and uses released items to display the functionality of the test and to help prepare students to use the test interface and tools successfully. Assessment items used on the practice site must reflect the full range of the types of assessment items which a student might encounter while taking the assessment. As new types of assessment items are introduced, the Vendor will provide practice items of that type sufficiently ahead of time so students may experience these new item types before they appear on actual, secure assessments. The practice site should contain the same essential functionality as the operational site but must be altered as



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necessary to maintain security, enforce copyrights or otherwise make the site accessible to the general public. The practice site must have the capacity on a grade and/or content area basis to allow instant score results. In addition, the successful bidder must provide a training site that mimics the entire test administration system such that DDOE, school districts and school staff will be able to learn to use the system.

**F. Program Management**

1. The Vendor must submit thorough documentation demonstrating personnel experiences and expertise congruent with staff assignments for all aspects of the tasks outlined in the RFP. The Vendor shall provide plans and procedures for ensuring that staffing is commensurate with the project's scope of work throughout the duration of the contract and immediately notify DDOE of any changes in key staffing including any subcontractors. DDOE reserves the right to review and approve any proposed changes in key staffing and/or subcontractors. Detailed and sufficient information should be presented to DDOE as to the efficacy of the proposed staffing solutions for this project and organizational arrangements of the same. This information should include:
  - An organizational diagram that indicates staffing arrangements for this service
  - Time commitments of the proposed staff that are described in terms of projected hours per week devoted exclusively to DeSSA-Alt
  - A detailed description of responsibilities for all proposed staff
  - Detailed resumes for all key staff members associated with this project
2. The Vendor must identify a program manager to be the central point of contact with DDOE for this service. The program manager and all other key staff, including content specialists, development supervisors and research staff, must be identified by name and experience in writing. Current resumes for these key staff members and any other key staff should be included as part of the proposal. Vendors are expected to demonstrate that the individual identified as a program manager has sufficient authority across departments within the organization to ensure that the work of the contract has the necessary priority to be completed with the highest quality and on time.
3. The program manager must have a minimum of a bachelor's degree; however, a master's degree or above is preferred. Project management certification through the Project Management Institute (PMI) as a Project Management Professional (PMP), or other recognized program management certification is preferred. The project manager should have at least three years' experience managing large-scale assessment projects from conception through completion following industry-recognized project management methodology. Previous experience in projects involving elementary-intermediate and/or secondary-level testing is expected. The program manager is expected to have strong organizational and managerial skills and a demonstrated knowledge of testing procedures.

**Program Manager Responsibilities**

The Program Manager will have the following responsibilities:

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1. Develop and submit an annual detailed project plan/schedule to DDOE for review and sign-off. The purpose of the plan is to provide DDOE with an overall analysis of the methods the Vendor will utilize to perform all aspects of the RFP in the required timeframe. The project plan will be developed and approved at the beginning of each year and the Vendor will not perform work on the project until DDOE has accepted the Vendor's annual project plan.
2. Travel to Dover to meet with DDOE program staff. Coordinate and participate in annual start-up meetings and quarterly status meetings (one full day in length). The first meeting must be held no more than one month after final approval of the contract. All quarterly status meetings must be conducted in person if so desired by the Department. Provide minutes of all meetings to DDOE for review and approval. Travel to Delaware will be required for participation in the Delaware TAC meeting.
3. Submit monthly status reports to DDOE that give an update on all phases of the development and implementation of the project and progress made in accordance with the detailed project plans and contractual requirements. Such monthly reports must include the following:
  - A current detailed listing of all work and activities completed and in progress with corresponding dates (additionally to occur bi-weekly during the testing window).
  - A detailed list of upcoming work and anticipated completion dates.
  - A list of all information needed from DDOE in order to proceed with work.
  - External dependencies, if any, that may affect the schedule, and the variance by which it would affect the schedule.
4. Coordinate and participate in conference calls biweekly to discuss the status report and any issues related thereto. Provide minutes to DDOE for review and approval.
5. Submit all deliverables and other work products in the manner prescribed by DDOE according to a mutually agreed upon timeline to allow for appropriate review and approval. All materials must be proofed for errors prior to submission to DDOE.
6. Maintain accurate, up-to-date information of the status of all Vendor and subcontractor(s) work on the project, and communicate such to DDOE in a timely manner. Immediately notify the DDOE Director of State Assessment, or his/her designee, via telephone and in writing of any problem or potential problem which arises regarding the quality, timeliness, or any other issue and the Vendor's proposed solution. The issue and solution shall also be included in subsequent reports.
7. Oversee the development and implementation of changes as necessary to ensure that the projects remain within specified scope and are within time, cost, and quality objectives.
8. Appropriately and effectively communicate with teachers and DDOE staff. This includes the effective and professional facilitation of trainings, technical assistance, and relationship building with all involved stakeholders.
9. The Program Manager or their designee is available 8am — 5pm Eastern Time, Monday through Friday, except state holidays, for program management purposes.

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The Vendor must also provide a means for key staff to be reached during periods of field and operational testing.

**G. Psychometric Services**

- The Vendor must provide DDOE with technical documentation as part of the evaluation process. The technical documentation should include, but is not limited to, the supported purposes, test development procedures, validity, reliability, accommodations, and testing of students with severe cognitive disabilities in the areas of ELA, Mathematics and Science.
- DDOE will monitor and evaluate the progress of the Vendor in meeting contract specifications, through pre-arranged conference calls. This evaluation will emphasize the psychometric appropriateness of all aspects of the project and the Vendor's ability to continue to meet timelines and supply deliverables.
- The Vendor will describe in their proposal the extent to which the system will support embedded psychometric studies, such as paper/pencil-to-online comparability studies for the summative assessments and differential item analysis.
- The Vendor must offer psychometric and analytical services necessary to meet federal monitoring or review of Delaware's assessment system, and to support the maintenance of DeSSA Technical Manual(s).

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

**H. Organization of Evidence for Peer Review**

As part of state and federal requirements, Delaware will submit their assessment for Federal Peer Review. As such, the documentation should be tailored to the peer review guidance, and, where applicable, explicitly reference the U. S. Department of Education Peer Review of State Assessment Systems: Non-Regulatory Guidance for States (2015), as well as the Standards for Educational and Psychological Testing (AERA, APA, & NCME, 2014). Delaware will work with the Vendor to develop an understanding as to what evidence will be produced by the Vendor, the State, or both. The table below shows the critical elements and indicates which elements Delaware expects evidence produced by the Vendor to meet. In the table below "S" indicates that the state will produce the required evidence, "M" means that a mix of evidence from the state and Vendor will be used, and "B" means that the evidence will come solely from the Vendor and be produced as a result of the Vendor meeting the requirements specified in this RFP.

**Table 1. Responsibilities for Evidence by Federal Peer Review Critical Elements**

1	S	2	M	3	M	4	B	5	S	6	S
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1		1		1		1		1		1	

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1 S · 2	2 M · 2	3 B · 2	4 M · 2	5 S · 2	6 B · 2
1 S · 3	2 M · 3	3 B · 3	4 B · 3	5 M · 3	6 S · 3
1 S · 4	2 M · 4	3 M · 4	4 B · 4	5 S · 4	6 B · 4
1 S · 5	2 M · 5		4 B · 5		
	2 M · 6		4 B · 6		
			4 B · 7		

Delaware expects all documentation produced by the vendor to reference a specific critical element or elements to facilitate the organization of evidence for Peer Review. This evidence will be made available in a print-ready format that is clearly aligned and identified (i.e., labeled) for each appropriate critical element. The evidence will be stored in a repository (e.g., online directory, shared secure website, etc.) that will be accessible to the state and any identified designees. Additionally, if the successful bidder does not have evidence supporting the technical quality of the assessment and assessment system as per peer review requirements, the bidder will provide a plan or schedule to develop and compile the necessary evidence to satisfy requirements.

**I. Administration and Preparation**

**1. Online Delivery System**

The Vendor will describe online services to deliver each assessment and provide detailed information (including, where appropriate, screen shots) of teacher and student log-in pages, examples of what a student sees when taking the test, how the student can navigate through the assessment, and how the student will indicate his/her response. The system will provide access to the online testing system to each school district and DDOE for the purposes of administering the tests and obtaining score reports. The system must allow student data to be transferrable if the student transfers to another school or district within the state. The Vendor should explain how this transfer can be completed.

The Vendor's online services will include uploading student information at the teacher, grade, and/or school level. School or district personnel shall have the ability to reassign students to the appropriate classrooms or other institutional unit for data collection as they deem appropriate. DDOE will provide the Vendor with an electronic data file extracted from the State's data warehouse for the purpose of pre-populating student rosters. Schools shall have the ability to add students for whom pre-ID information was not available. A downloadable Online Test Administrator's Manual will be provided by the Vendor.

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- a. The online delivery system will meet the minimum system requirements for online testing as follows:
  - Hardware: 1 Ghz or faster processor, 1 GB RAM or greater memory, 9.7 inch (10 inch class) or larger screen size, 1024 x 768 or better screen resolution
  - Operating System: Windows 7, Windows 8, Windows 8.1, Windows 10, Chrome OS (Chromebook), Mac 10.7, 10.8, 10.9, 10.10
  - Networking: Wired or wireless Internet connection
  - Device Type: Desktops, laptops, netbooks, thin clients, and tablets that meet hardware, operating system, and networking specifications.
- b. Security of all individual test results will be maintained. Individually identifiable student information shall be made available only to DDOE, authorized school personnel, and other authorized entities as determined appropriate by DDOE. The Vendor will describe the servers and server security that will store and maintain Delaware data. See the section on Security and Technology Standards for more information.
- c. The assessment system must be in compliance with "Section 508 of the Americans with Disabilities Act". The substantive content (e.g., items) must be associated with meta-data that describes any changes that will be made to the content, display, or input method necessary to provide appropriate accommodations support to the student including Braille and American Sign Language. In addition, the overall approach must leverage the use of computer-based accessibility tools, driven by an item-tagging system that will control and ensure appropriate application of those tools. The Vendor should describe degree to which the proposed technical solution is consistent with APIP v1.0, GT! 2.1, and is SIF 3.0 compliant.
- d. The Vendor shall also provide an accessibility compliance certification/check at the end of the project. The Vendor shall provide a wide range of accommodations that, when appropriate, leverage the computer-based nature of the proposed assessment. In the proposal, the Vendor shall describe the anticipated accommodations.
- e. DDOE expects that in some instances, the student will not be able to interact directly with the computer, even with accommodations. The Vendor must provide a solution for assessing these students, and should detail this solution in the proposal.
- f. DDOE expects that, in some limited instances, some schools will not have the technology in place at the beginning of the contract period that will be needed to administer the assessment to students. The Vendor must provide a solution for assessing these students, and should detail this solution in the proposal.
- g. The Vendor will provide regular product and system updates as needed and ensure that updates do not disrupt testing and only minimally affect DDOE and school/district personnel.

**2. Security and Data Requirements**

- a. Security Documentation: The Vendor must provide a detailed description of the following:
  - The security controls over all system aspects
  - The "levels" of security provided in the system
  - The ability to limit access to specific system functions or modules
  - The authentication process to ensure that an individual is the person logging-in to the system (e.g., the student taking the test is who they say they are)
  - Restrictions of students to tests within the system and to the number of times that they can access tests
- b. The Vendor's security procedures must include secure shipment of all materials, if applicable, using a carrier with ground tracking capability. DDOE requires that the

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Vendor ship in this manner with no electronic transfer of pilot test, field test or operational test questions, individual student information or any secure test materials, unless authorized by DDOE to do on a case-by-case basis. Electronic transfer includes transfer via e-mail or facsimile (FAX).

- c. The Vendor will host and maintain a secure file transfer protocol (FTP) site as a means of file transfer. Access to DDOE test information on the site must be limited to the Vendor and DDOE unless further sharing with other parties is authorized in writing by DDOE.
- d. Security of student information, student performance data, and test items must be maintained. Individual test information shall only be made available to DDOE and school district authorized personnel, and, if requested under FERPA guidelines, to the student's parent/guardian. No other individuals or organizations shall have access to test results. All applications, data transactions and reports must be built such that they protect individual student's privacy consistent with Delaware public records laws and FERPA and other federal laws.
- e. The proposed system must support collecting and maintaining records for students as they move through the school system, and archived until four years after graduation from high school or the student's 22nd birthday, whichever occurs first.

### **3. System Interfaces**

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

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

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

### **4. Assessment Features and Development**

- a. Assessment Windows: The proposed system shall be designed to allow the DDOE to establish and set assessment windows for each grade level, content area, and DCPS.
- b. Electronic Student Resources: The vendor shall make available allowed electronic student resources required for student completion of the assessment including, but not limited to, periodic tables, documents, and science formulas as specified by DDOE and by the item development process.

### **J. Technology Requirements**

#### **1. Use of Existing Technology Infrastructure**

- a. 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

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application users as well as all Department employees that reside in the Townsend Building.

- b. 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 vendor agrees that the Solution will be Certified with any final version of the CEDS, Ed-Fi and/or IMS Global Learning Consortium standards that are applicable to the Solution within six (6) months of such release (or later if mutually agreed to by the parties). 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.
- c. Due to the level of utilization on most network connections, it is very important that the proposed system be as bandwidth efficient as possible and all possible steps are taken to ensure beforehand that the system will work with the bandwidth available at each school. More detailed information about bandwidth can be obtained from the Department of Technology and Information staff. The Vendor should also submit a per-student estimate of the bandwidth requirements of their proposed system, so that districts, DDOE, and the Department of Technology and Information can plan accordingly. If the Vendor proposes that DDOE host the proposed system, the Vendor should include an estimate of the number and type (role) of full-time staff it would take to ensure the system would still meet the requirements outlined in the RFP.

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

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

### 3. Data Dictionary and Models

The successful Vendor will maintain:

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

### 4. Secure System Design

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

- The use of IDs and passwords that meet the requirements of the DDOE UserID and Password Policy.
  - The ability to utilize IDs and password already in place for teachers, administrators, and DDOE staff. DDOE has developed a custom Identity Management System. This system has a Web Service module which would allow for current User IDs and Passwords to be utilized across the network for access to remote systems, thus removing the need for creating another authentication method.
  - DDOE's Identity Management System currently has IDs for the teachers and administrators in the Delaware School System. This system utilizes a paperless system for creation of IDs and Passwords, for granting access to various systems, and for Password recovery. The Vendor's proposal shall indicate the ability to integrate with our Identity Management System.
- All materials backed up in full at least weekly, and backed up incrementally nightly.
- All backup tapes/media stored off site in a secure, locked fireproof container.
- Database information logged in real time and should be demonstrated to be recoverable up to the point of failure; a minimum amount of data should be lost.
- A backup site with all equivalent hardware and software needs in place to allow failover in the event of a problem at the primary host facility (up at second location within 4 hours).
- Communication lines of equivalent capacity from multiple different communication vendors and locations in the event communication lines go down.
- The application hosted on multiple application/web servers that provide instant failover in the event of failure.
- The application associated with database servers configured for high availability in order to provide for instant failover in the event of failure.
- Backup power that allows operation without the primary power source for a minimum of 12 hours. A disaster recovery plan in the event of a disaster (e.g., fire) at the hosting facility that allows the Delaware application to be up and running within 24 hours.
- A security plan satisfactorily meeting all industry standards for physical access, electronic access control, intrusion protection and virus protection should be in place and documented/updated on at least an annual basis.
- Current 24/7 maintenance and support agreements for all hardware and software used by the application.
- Up-to-date licenses in place for all software used with the application; all software should use either the most recent version or one version back—nothing older, but with the ability to interact with older operating systems at the schools.
- DDOE must be informed prior to the implementation of any software updates that may impact the operation of the system, software requirements or hardware requirements



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for DDOE, or Delaware's districts and schools. DDOE reserves the option to reject or delay implementation of any software updates.

- Remote secure data transmission from the schools/school districts to the Vendor and to DDOE.
- Automated validations and reports regarding system and data errors.
- Bandwidth use and capacity among Delaware schools.

**K. Scoring and Reporting**

1. The assessment results must be reported in an interpretable, actionable, and "user friendly" format. The reporting system must be designed to complement classroom instruction, to facilitate the use of assessment results to improve student achievement, and to assist educators in professional development for instructing this population of students.

2. The Vendor must work with DDOE to establish a workable data layout for the purposes of data exchange.

3. Accurate and timely scores and score reports for the assessments will be provided by the Vendor according to the following specifications:

- Shortly after the closing of the administration window, the Vendor must provide to DDOE school and district-level reports showing the performance of all participating students in their schools and district.
- Weekly files need to be transmitted from the Vendor to DDOE during the testing window and a final cumulative file will need to be delivered to DDOE by June 15 of each operational administration year of the contract; a straggler file should be delivered by July 1, if applicable.
- All data layouts need to be developed and approved based on DTI and DOE requirements.
- Proposals should include a sample Individual Student Report as described above. Additional sample teacher, school, district, state, or parent reports may also be included in the proposal. The Vendor should provide its guidelines for scoring and reporting. The expectation for the error rate of data reports provided by the Vendor is zero.

**4. Printing of Score Reports**

- All printed reports shall be laser-printed in a highly readable font and provide the maximum amount of usable information. Vendors shall submit sample reports to illustrate possible formats.
- When necessary to fulfill the proposed assessment program, the proposed budget must include printing, shipping, and return of materials, including manuals, delivery of score reports, and interpretive guides, if applicable.
- The Vendor shall include in the proposal the ability to print corrected copies of student reports, as needed, up to several months after each test administration. All requests for corrections will be initiated by and/or approved by the DDOE.
- All printed reports must be distributed to schools, districts, charter schools and the DDOE in accordance with an agreed upon schedule in key project dates to be determined in the initial project planning meeting.
- The Vendor shall assume all costs associated with shipping reports to the schools, districts, charter schools and DDOE within the specified timeline. The Vendor's proposal shall include the capability and procedures for mailing printed reports directly

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to the student's home address. The Vendor shall include as a cost option mailing all student score reports directly to the student's home address.

### III. Required Information

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

#### A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section D, Item 7, subsection g (insurance).

#### General Evaluation Requirements

1. Experience and Reputation
2. Expertise (for the particular project under consideration)
3. Capacity to meet requirements (size, financial condition, etc.)
4. Location (geographical)
5. Demonstrated ability
6. Familiarity with public work and its requirements
7. Distribution of work to individuals and firms or economic considerations

### IV. Professional Services RFP Administrative Information

#### A. RFP Issuance

##### 1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§6981](#).

##### 2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://www.bids.delaware.gov) . Paper copies of this RFP will not be available.

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

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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 the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Carolyn Lazar**  
**35 Commerce Way**  
**Dover, DE 19901**  
**Email: carolyn.lazar@doe.k12.de.us**

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

**5. Consultants and Legal Counsel**

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

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract:
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or

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other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor:

- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **8** paper copies and **2** electronic copy 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.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time) on November 13, 2017**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Meaghan Brennan**  
**DE Department of Education, Finance Office**  
**401 Federal Street, Ste. 2**  
**Dover, DE 19901**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO 2018-05” on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals 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.

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**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 State of Delaware 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 one year from the date of proposal receipt. The State of Delaware reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

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

**7. Proposal Opening**

The State of Delaware will receive proposals until the date and time shown in this RFP. Proposals will be opened in the presence of State of Delaware 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 in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

**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 State of Delaware.

**9. Concise Proposals**

The State of Delaware 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 State of Delaware's interest is in the quality and responsiveness of the proposal.

**10. Realistic Proposals**

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It is the expectation of the State of Delaware 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 State of Delaware 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**

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/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 unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific 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, and briefly stating the reasons that each document meets the said definitions.

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Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**12. Price Not Confidential**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

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

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

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

**b. Sub-contracting**

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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 State of Delaware.

**c. Multiple Proposals**

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

**14. 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 State of Delaware.

**15. 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 State of Delaware'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 State of Delaware will allow written requests for clarification of the RFP. All questions shall be received no later than **October 30, 2017**. All questions should be posted on DDOE's website at: <https://doeapppublic01.doe.k12.de.us/BidManagementPublic/#home>. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at [www.bids.delaware.gov](http://www.bids.delaware.gov) by the date of **November 6, 2017**. Vendor names will be removed from questions in the



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responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**16. State's Right to Reject Proposals**

The State of Delaware 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 State of Delaware'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 State of Delaware may deem necessary in the best interest of the State of Delaware.

**17. State's Right to Cancel Solicitation**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware 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 State of Delaware. Vendor's participation in this process may result in the State of Delaware 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 State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

**18. State's Right to Award Multiple Source Contracting**

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware 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 State of Delaware.

**19. Potential Contract Overlap**

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**20. 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 State of Delaware 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 State of Delaware at the proposal submission deadline. All proposals received are considered firm offers at that time.

**21. Revisions to the RFP**

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the State of Delaware's website at [www.bids.delaware.gov](http://www.bids.delaware.gov). The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**22. Exceptions to the RFP**

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

**23. Business References**

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

**24. Award of Contract**

The final award of a contract is subject to approval by the State of Delaware. The State of Delaware 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 State of Delaware 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 State of Delaware 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 State of Delaware 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

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whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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

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

The State of Delaware 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 State of Delaware may deem necessary to make a decision.

**1. Proposal Evaluation Team**

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. 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](#). Professional services for this solicitation are considered under 29 *Del. C.* §6982(b). 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 Associate Secretary of Financial Management and Operations, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

**2. Proposal Selection Criteria**

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

The proposals 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 State of Delaware 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.

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- 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
Reputation, Expertise and Evidence of Strong Technical Quality of Assessments: Experience with alternate assessment design and item development including content and technical requirements. Knowledge of the Common Core State Standards and NGSS (to support test design)	<b>20%</b>
Project Plan - Capacity to meet the project requirements. The proposal is comprehensive and shows a clear understanding of project scope, objectives and requirements. Familiarity and experience creating and running similar projects, including the ability to perform the work in a timely manner, company oversight and on-going project support and maintenance.	<b>20%</b>
Vendor delivery ability and approach to managing the project (project work plan and schedule).	<b>20%</b>
References: The qualifications and experience of the persons to be assigned to the project.	<b>10%</b>
Test scoring procedures, reporting, security of item bank (online and paper version). Potential income projection, substantiated by prior project management of similar scope and content.	<b>10%</b>
Project Costs - Evidence of Cost-Effectiveness to fully execute the assessments.	<b>20%</b>
<b>Total</b>	<b>100%</b>

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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 State of Delaware 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 State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**5. Oral Presentations**

After initial scoring and a determination that vendor(s) are qualified to perform the required services, selected vendors may be invited to make oral presentations to the Evaluation Team. All vendor(s) selected will be given an opportunity to present to the Evaluation Team.

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. 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. Cooperative Use of Award**

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

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**3. As a Service Subscription**

As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.

**4. General Information**

- a. The term of the contract between the successful bidder and the State shall be for **three (3)** years with **two (2)** optional extensions for a period of one (1) year for each extension.
- b. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware 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 State of Delaware. 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 State of Delaware, 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 State of Delaware's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

**5. 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.

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

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

**6. Lobbying and Gratuities**

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

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

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

**7. Solicitation of State Employees**

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

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

**8. 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,

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partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period. The State of Delaware 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



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attained when the State and/or its agencies are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but 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 State of Delaware 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 State of Delaware required under the contract shall be sent by registered mail to:

**DELAWARE DEPARTMENT OF EDUCATION  
FINANCE OFFICE  
401 FEDERAL STREET, SUITE 2  
ATTN: MEAGHAN BRENNAN**

**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 State of Delaware, 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

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vendor's, its agents and employees' performance work or services in connection with the contract.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware 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 State of Delaware 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 State of Delaware 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 Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:
  - a. Vendor shall in all instances maintain the following insurance during the term of this Agreement.

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- i. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
    - ii. Commercial General Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - b. The successful vendor must carry at least one of the following depending on the scope of work being delivered.
    - i. Medical/Professional Liability  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - ii. Miscellaneous Errors and Omissions  
\$1,000,000.00 per occurrence/\$3,000,000 per aggregate
    - iii. Product Liability  
\$1,000,000 per occurrence/\$3,000,000 aggregate
  - c. 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.
    - i. Automotive Liability Insurance (Bodily Injury) covering all automotive units transporting departmental clients or staff used in the work with limits of not less than \$100,000 each person and \$300,000 each accident.
    - ii. 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 State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.
- 6. Should any of the above described policies be cancelled before 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. BID BOND**

There is no Bid Bond Requirement.
- j. PERFORMANCE BOND**

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There is no Performance Bond requirement.

**k. 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 State of Delaware 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.

**l. Warranty**

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

**m. 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 State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

**n. Liquidated Damages**

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

**o. Dispute Resolution**

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall

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not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

**p. Termination of Contract**

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education.

**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 effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.

**2. Termination for Convenience**

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

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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, and which is 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.

**q. 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.

**r. Covenant against Contingent Fees**

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware 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.

**s. 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.

**t. 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 RFP 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 Enter Agency Name.

**u. 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.

**v. Fair Background Check Practices**

Pursuant to 29 Del. C. [§6909B](#), 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.

However, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

**w. Vendor Background Check Requirements**

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at:  
<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and

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conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

**x. Drug Testing Requirements for Large Public Works**

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:  
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

**y. 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.

**z. Contract Documents**

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

**aa. 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 State of Delaware 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.

**bb. 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.

**cc. 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.

**dd. 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

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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.

**ee. Accessibility Standards**

If services or products provided by selected Vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, Vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. In general, all EIT systems must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the Vendor in the execution of this contract, including any equipment, software, services, or commercial products. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. A sample VPAT template is included as an attachment to this RFP. DDOE reserves the right to request an updated VPAT if Vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, Vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), Vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is included as an attachment to this RFP. 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 the Department's [published accessibility standards](#).

**ff. 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.

**gg. 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

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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.

**hh. 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.

**ii. 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 State of Delaware 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 State of Delaware.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

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9. **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
10. **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
11. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **2018-05 DeSSA Alt** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
12. **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract.
13. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

### 1. No Press Releases or Public Disclosure

The State of Delaware 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 State of Delaware 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 State of Delaware.

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 State of Delaware requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a least three other customers, have been in use for at least six months, and have been generally available from the manufacturers for a period of six months.

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Unreleased or beta test hardware, system software, or application software will not be acceptable.

**VII. 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 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 8 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 9 – Delaware Department of Education Standard Contract Template
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work

*[balance of page is intentionally left blank]*

## **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- Attachment 7 represents 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.

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 7.

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.

**NO PROPOSAL REPLY FORM**

Contract No. **Error! Reference source not found.** Contract Title: **Delaware Alternate Assessment System (DeSSA-Alt)**

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.**

**PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.**

**CONTRACT NO.:** 2018-05 Error! Reference source not found.  
**CONTRACT TITLE:** Delaware Alternate Assessment System (DeSSA-Alt)  
**DEADLINE TO RESPOND:** November 13, 2017 at 2:00 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, Enter Agency Name

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, 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, Enter Agency Name.

COMPANY NAME \_\_\_\_\_ Check one)

Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE \_\_\_\_\_  
(Please type or print)

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE LICENSE NUMBER \_\_\_\_\_

COMPANY CLASSIFICATIONS: CERT. NO.:	Certification type(s)	Circle all that apply	
	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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Attachment 3

Contract No. **Error! Reference source not found.**  
Contract Title: **Delaware Alternate Assessment System (DeSSA-Alt)**

EXCEPTION FORM

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

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

Paragraph # and page #	Exceptions to Specifications, terms or conditions	Proposed Alternative

**Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.**



Contract No. 2018-05  
Contract Title: **Delaware Alternate Assessment System (DeSSA-Alt)**

**BUSINESS REFERENCES**

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

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

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

1. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


2. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


3. **Contact Name & Title:**

**Business Name:**

**Address:**

**Email:**

**Phone # / Fax #:**

**Current Vendor (YES or NO):**

**Years Associated & Type of  
Work Performed:**


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

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**Attachment 6**

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. <b>2018-05</b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<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 7

**SAMPLE REPORT - FOR ILLUSTRATION PURPOSES ONLY**

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

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

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

**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.  
THE OSD WILL NOT ACCEPT ANY VENDOR BID RESPONSE PACKAGES.  
AGENCY MAY REMOVE THIS PAGE IN ITS ENTIRETY IF NO BOND IS REQUIRED**

**Delaware Department of Education Contract**

RFP# \_\_\_\_\_

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

WHEREAS, DDOE desires to obtain certain services to \_\_\_\_\_; and

WHEREAS, VENDOR **Error! Reference source not found.** desires to provide such services to DDOE on the terms set forth below;

WHEREAS, DDOE and **Error! Reference source not found.** 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 **Error! Reference source not found.** agree as follows:

**1. Services.**

1.1 **Error! Reference source not found.** 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) **Error! Reference source not found.**'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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, 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 **Error! Reference source not found.** for any aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

1.4 **Error! Reference source not found.** will not be required to make changes to its scope of work that result in **Error! Reference source not found.**'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.**

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

2.2 DDOE will pay **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** and it shall be **Error! Reference source not found.**'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 \$\_\_\_\_.

2.4 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**.

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

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

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

2.8 Invoices shall be submitted to:

### 3. Responsibilities of **Error! Reference source not found.**

3.1 **Error! Reference source not found.** shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by **Error! Reference source not found.**, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, **Error! Reference source not found.** shall follow practices consistent with generally accepted professional and technical standards. **Error! Reference source not found.** shall be responsible for ensuring that all services, products and deliverables furnished



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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, **Error! Reference source not found.** shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. **Error! Reference source not found.** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Error! Reference source not found.**'s failure to ensure compliance with DTI standards.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of the DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless vendor has an exception in writing. Reviewable issues are permitted. Vendor may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of the vendor to remediate.

3.3 It shall be the duty of the **Error! Reference source not found.** 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. **Error! Reference source not found.** will not produce a work product that violates or infringes on any copyright or patent rights. **Error! Reference source not found.** shall, without additional compensation, correct or revise any errors or omissions in its work products.

3.4 Permitted or required approval by DDOE of any products or services furnished by **Error! Reference source not found.** shall not in any way relieve **Error! Reference source not found.** of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of **Error! Reference source not found.**'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 **Error! Reference source not found.** shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by **Error! Reference source not found.**'s performance or failure to perform under this Agreement.

3.5 **Error! Reference source not found.** 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 **Error! Reference source not found.**'s associates and employees under the personal supervision of the Project Manager. The positions anticipated include:

Project	Team	Title	% of Project Involvement
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3.6 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, **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** is unsuitable to DDOE for good cause, **Error! Reference source not found.** shall remove such employee from the performance of services and substitute in his/her place a suitable employee.

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3.7 **Error! Reference source not found.** shall furnish to DDOE's designated representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

3.8 **Error! Reference source not found.** 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.

3.9 **Error! Reference source not found.** 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.

3.10 **Error! Reference source not found.** will not use DDOE's name, either express or implied, in any of its advertising or sales materials without DDOE's express written consent.

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

3.12 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.

However, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

#### 4. Time Schedule.

4.1 A project schedule is included in Appendix.

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 **Error! Reference source not found.** 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.

#### 5. State Responsibilities.

5.1 In connection with **Error! Reference source not found.**'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 **Error! Reference source not found.** in the performance of services under this Agreement and will be available for consultation with **Error! Reference source not found.** at such reasonable times with advance notice as to not conflict with their other responsibilities.

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5.3 The services performed by **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** It is understood that DDOE's representatives' review comments do not relieve **Error! Reference source not found.** 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 **Error! Reference source not found.** 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.

**Error! Reference source not found.** shall return any original data provided by DDOE.

5.6 DDOE shall assist **Error! Reference source not found.** in obtaining data on documents from public officers or agencies and from private citizens and business firms whenever such material is necessary for the completion of the services specified by this Agreement.

5.7 **Error! Reference source not found.** 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 **Error! Reference source not found.**'s name, either express or implied, in any of its advertising or sales materials. **Error! Reference source not found.** 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 **Error! Reference source not found.** 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. **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** retains title, whether individually by **Error! Reference source not found.** or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the

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forementioned 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 **Error! Reference source not found.** 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, **Error! Reference source not found.** 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 **Error! Reference source not found.** prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of **Error! Reference source not found.** 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 **Error! Reference source not found.** warrants that its services will be performed in a good and workmanlike manner. **Error! Reference source not found.** agrees to re-perform any work not in compliance with this warranty brought to its attention within a reasonable time after that work is performed.

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by **Error! Reference source not found.** for DDOE in connection with the provision of the Services, **Error! Reference source not found.** shall pass through or assign to DDOE the rights **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, its agents or employees, or (B) **Error! Reference source not found.**'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) **Error! Reference source not found.** shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) **Error! Reference source not found.** shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

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9.2 If DDOE promptly notifies **Error! Reference source not found.** in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, **Error! Reference source not found.** will defend such claim at its expense and will pay any costs or damages that may be finally awarded against DDOE. **Error! Reference source not found.** 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 **Error! Reference source not found.**; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by **Error! Reference source not found.**; (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 **Error! Reference source not found.**'s opinion is likely to be, held to be infringing, **Error! Reference source not found.** 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 **Error! Reference source not found.**'s entire liability with respect to infringement.

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

In no event shall **Error! Reference source not found.** 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 **Error! Reference source not found.** has been advised of the likelihood of such damages.

## 10. Employees.

10.1 **Error! Reference source not found.** has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by **Error! Reference source not found.** in the performance of the services hereunder; provided, however, that it will, subject to scheduling and staffing considerations, attempt to honor DDOE's request for specific individuals.

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

10.3 Possession of a Security Clearance, as issued by the Delaware Department of Public Safety, may be required of any employee of **Error! Reference source not found.** 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, **Error! Reference source not found.** shall be, and is, an independent contractor, and is not an agent or employee of DDOE

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and shall furnish such services in its own manner and method except as required by this Agreement. **Error! Reference source not found.** 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 **Error! Reference source not found.** acknowledges that **Error! Reference source not found.** and any subcontractors, agents or employees employed by **Error! Reference source not found.** 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 **Error! Reference source not found.** shall be responsible for providing liability insurance for its personnel.

11.4 As an independent contractor, **Error! Reference source not found.** 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 **Error! Reference source not found.** under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to **Error! Reference source not found.** at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay **Error! Reference source not found.** its compensation, based on the percentage of the project completed and earned until the effective date of suspension, less all previous payments. **Error! Reference source not found.** shall not perform further work under this Agreement after the effective date of suspension. **Error! Reference source not found.** 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 **Error! Reference source not found.** for any cause other than the error or omission of the **Error! Reference source not found.**, for an aggregate period in excess of 30 days, **Error! Reference source not found.** shall be entitled to an equitable adjustment of the compensation payable to **Error! Reference source not found.** under this Agreement to reimburse **Error! Reference source not found.** for additional costs occasioned as a result of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

## 13. Termination.

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

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

13.2 This Agreement may be terminated in whole or in part by DDOE for its convenience, but only after **Error! Reference source not found.** is given:

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- 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 **Error! Reference source not found.** 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 **Error! Reference source not found.** at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of **Error! Reference source not found.**'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 **Error! Reference source not found.** shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of **Error! Reference source not found.** assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

13.4 If after termination for failure of **Error! Reference source not found.** to fulfill contractual obligations it is determined that **Error! Reference source not found.** 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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, 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 **Error! Reference source not found.** or any agent or representative of **Error! Reference source not found.** 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 **Error! Reference source not found.** it could pursue in the event of a breach of this Agreement by **Error! Reference source not found.**.

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 **Error! Reference source not found.** 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 **Error! Reference source not found.**, without prior written approval of DDOE.

15.3 Approval by DDOE of **Error! Reference source not found.**'s request to subcontract or acceptance of or payment for subcontracted work by DDOE shall not in any way relieve **Error! Reference source not found.** 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 **Error! Reference source not found.** shall be and remain liable for all damages to DDOE caused by negligent performance or non-performance of work under this Agreement by **Error! Reference source not found.**, its subcontractor or its sub-subcontractor.

15.5 The compensation due shall not be affected by DDOE's approval of **Error! Reference source not found.**'s request to subcontract.

**16. Force Majeure.**

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

**17. Non-Appropriation of Funds.**

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

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

**18. State of Delaware Business License.**

**Error! Reference source not found.** 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 **Error! Reference source not found.** 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



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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 **Error! Reference source not found.** 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, **Error! Reference source not found.** shall comply with all applicable federal, state and local laws, ordinances, codes and regulations. **Error! Reference source not found.** 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 **Error! Reference source not found.** 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. **Error! Reference source not found.** 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 **Error! Reference source not found.** acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. **Error! Reference source not found.** 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 **Error! Reference source not found.** in breach of the Agreement, terminate the Agreement, and designate **Error! Reference source not found.** as non-responsible.

20.6 **Error! Reference source not found.** 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.

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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 **Error! Reference source not found.** 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 **Error! Reference source not found.**'s performance and records pertaining to this Agreement at the **Error! Reference source not found.** business office during normal business hours.

**21. Insurance.**

21.1 **Error! Reference source not found.** 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. **Error! Reference source not found.** shall provide forty-five (45) days written notice of cancellation or material change of any policies.

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

The certificate holder is as follows:

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

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

**22. Assignment of Antitrust Claims.**

As consideration for the award and execution of this contract by the State, **Error! Reference source not found.** 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

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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. **Error! Reference source not found.** 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: **Error! Reference source not found.,**  
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.

**Error! Reference source not found.**

Delaware Department of Education

\_\_\_\_\_  
(Official of Vendor)  
Project Manager

\_\_\_\_\_  
David Blowman, (or Designee)    Date  
Associate Secretary,  
Financial Management and Operations

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Date

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

## 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.

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 **8** 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 **2** 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 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 - SCOPE OF WORK**

<b>Date</b>	<b>Activity</b>
July 1, 2018	Contract begins.
July 2018	Kick-off meeting to discuss implementation plans.
August 2018	Vendor provides guidance and 2 face-to-face statewide sessions for the DDOE leadership and support staff, high-level system overview, resources available in collaboration with DDOE Office of Assessment.
Fall 2018	Vendor will participate and provide requested information in an on-site presentation to the Delaware Technical Advisory Committee (TAC), with follow-up response as requested.
Fall 2018	Vendor begins providing guidance and initial statewide professional development, including materials that will be posted on the DeSSA web site and/or the Vendor's website. This information is intended to help schools prepare to implement the new assessment, which will be administered primarily through computer-based testing (CBT) for the English language arts (ELA), mathematics, and science portions of the DeSSA-Alt.
Fall 2018	Vendor provides guidance and assists with development of training materials for the operational administration of the Delaware Communication Portfolio System (DCPS), encompassing access and interface with Vendor's platform.
Fall 2018	Vendor houses the DCPS data entry system and provides Help Desk support to educators.
Fall 2018	Vendor provides technical documents and reports (i.e., cut scores process and methodology, alignment) with additional documentation needed for Peer Review process and psychometric review later in the year.
Winter 2019	Vendor provides 1 face-to-face statewide administration training of the system components for ELA, mathematics, and science. Winter administration of the DCPS.
Spring 2019	Operational administration of the DeSSA Alt and DCPS in ELA, mathematics, and science.
Spring 2019	Vendor will participate and provide requested information in an on-site or virtual presentation to the Delaware Technical Advisory Committee (TAC), with follow-up response as requested.
June 15, 2019	Weekly files during test window, with delivery of full data file to DDOE on June 15.
Fall 2019	Vendor provides updated guidance and training materials to DDOE and one day of new test administrator training during a face-to-face session, with updated facilitated and self-paced trainings posted on the DeSSA website and/or the Vendor's web site.
Fall 2019	Vendor provides guidance and assists with development of updated training materials for the operational administration of the Delaware Communication Portfolio System (DCPS), encompassing access and interface with Vendor's platform.
Fall 2019	Vendor houses the DCPS data entry system and provides Help Desk support to educators.
Winter 2020	Vendor provides 1 face-to-face statewide administration training of the system components for ELM, mathematics, and science for new administrators. Winter administration of DCPS.
Spring 2020	Operational administration of the DeSSA and DCPS in ELA, mathematics, and science.
June 15, 2020	Weekly files during test window, with delivery of full data file to DDOE on June 15.
Fall 2020	Vendor provides updated guidance and training materials to DDOE and one day of new test administrator training during a face-to-face session, with updated facilitated and self-paced trainings posted on the DeSSA website and/or the Vendor's web site.

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<b>Date</b>	<b>Activity</b>
Fall 2020	Vendor provides guidance and assists with development of updated training materials for the operational administration of the Delaware Communication Portfolio System (DCPS), encompassing access and interface with DLM platform.
Fall 2020	Vendor houses the DCPS data entry system and provides Help Desk support to educators.
Winter 2021	Vendor provides 1 face-to-face statewide administration training of the system components for ELM, mathematics, and science for new administrators. Winter administration of DCPS.
Spring 2021	Operational administration of the DeSSA Alt and DCPS in ELA, mathematics, and science.
June 15, 2021	Weekly files during test window, with delivery of full data file to DDOE on June 15.
Fall 2021	Vendor provides updated guidance and training materials to DDOE and one day of new test administrator training during a face-to-face session, with updated facilitated and self-paced trainings posted on the DeSSA website and/or the Vendor's web site.
Fall 2021	Vendor provides guidance and assists with development of updated training materials for the operational administration of the Delaware Communication Portfolio System (DCPS), encompassing access and interface with Vendor's platform.
Fall 2021	Vendor houses the DCPS data entry system and provides Help Desk support to educators.
Winter 2022	Vendor provides 1 face-to-face statewide administration training of the system components for ELA, mathematics, and science for new administrators. Winter administration of DCPS.
Spring 2022	Operational administration of the DeSSA Alt and DCPS in ELA, mathematics, and science.
June 15, 2022	Weekly files during test window, with delivery of full data file to DDOE on June 15.
Fall 2022	Vendor provides updated guidance and training materials to DDOE and one day of new test administrator training during a face-to-face session, with updated facilitated and self-paced trainings posted on the DeSSA website and/or the Vendor's web site.
Fall 2022	Vendor provides guidance and assists with development of updated training materials for the operational administration of the Delaware Communication Portfolio System (DCPS), encompassing access and interface with the Vendor's platform.
Fall 2022	Vendor houses the DCPS data entry system and provides Help Desk support to educators.
Winter 2022	Vendor provides 1 face-to-face statewide administration training of the system components for ELM, mathematics, and science for new administrators. Winter administration of DCPS.
Spring 2022	Operational administration of the DeSSA Alt and DCPS in ELA, mathematics, and science.
June 15, 2022	Weekly files during test window, with delivery of full data file to DDOE on June 15.