

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
For an Educator Licensing and Certification System
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER DOE RFP 2019-04**

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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: October 5, 2018
Mandatory Pre-Bid Meeting	Date: October 23, 2018 at 1:00 PM
Deadline for Questions	Date: November 2, 2018
Response to Questions Posted by:	Date: November 16, 2018
Deadline for Receipt of Proposals (Local Time)	Date: December 10, 2018 at 2:00 PM
Estimated Notification of Award	Date: February 2019

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).

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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 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 been scheduled for **October 23, 2018 at 1:00 PM at the Carvel State Office Building (820 North French Street, Room 392 (3rd floor conference room); Wilmington, DE 19801).** **This is a mandatory meeting.** If a Vendor does not attend this meeting, they shall be disqualified and shall not be considered for further evaluation.

I. Scope of Services

The Delaware Department of Education (DDOE or State) is seeking proposals from qualified vendors (Vendor) to supply products and services to replace the DDOE educator licensing and certification system, referred to as the Delaware Educator Data System or 'DEEDS'. The replacement, which is the subject of this Request for Proposal (RFP), is referred to as DEEDS 3.0. This procurement will be used to build a new, integrated system that addresses current and future needs of DEEDS stakeholders, while establishing a more flexible technical framework for future expansion of the systems.

As the result of a recent request for information (RFI), DDOE has learned that a number of States, districts, schools and vendors have been engaged in development of new licensing and certification systems in recent years. Rather than repeat this work, Delaware would like to transfer an existing system, install an off-the-shelf product, or replicate an approach that has been successful elsewhere, and then enhance it to meet the needs of Delaware stakeholders. It is believed that by leveraging the best practices and of an existing solution, Delaware will be able to implement a higher quality system and be able to do so at a reduced cost and in less time.

Details of the Scope of Work are provided in Appendix B – Scope of Work and Technical Requirements.

II. 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.

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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).
5. See Appendix A for additional submission requirements.

B. General Evaluation Requirements

1. Understanding of project scope, objectives and requirements
2. Qualifications and experience of the persons assigned to the project
3. Familiarity and experience with similar projects
4. Project work plan and schedule
5. Project Cost

III. 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 . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

All requests, questions, or other communications about this RFP shall be made in writing to 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.

Meaghan Brennan
Delaware Department of Education
Finance Office

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401 Federal Street, Ste. 2
Dover, DE 19901
Email: meaghan.brennan@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 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

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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 **4** paper copies and **1** electronic copy on 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 December 10, 2018**. 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. DOE RFP 2019-04” 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.

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

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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

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

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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.

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

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. Sub-contracting vendors may participate in multiple joint venture proposals.

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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 **November 2, 2018**. 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 by the date of **November 16, 2018**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Questions not submitted electronically shall be accompanied by a CD 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

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(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. 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.

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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 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.

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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.
- 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:

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Criteria	Weight
Understanding of project scope, objectives and requirements	30%
The qualifications and experience of the persons to be assigned to the project.	20%
Familiarity and experience with similar projects	20%
Project Workplan and Schedule	10%
Project Cost	20%
Total	100%

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

3. Proposal Clarification

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

4. References

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the 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.

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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.

IV. 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).

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 1 year with 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

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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.

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.

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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, 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)

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provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

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

c. ACA Safe Harbor

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

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but 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

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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 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

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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.
 - 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.

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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

Each bidder shall furnish a Bid Bond to the State of Delaware for the benefit of Delaware Department of Education in the amount equal to 10% of the respective bid value. The bond shall be drawn upon an insurance or bonding company authorized to do business in the State of Delaware. If the enclosed standard State of Delaware bond form is not used, the substitute bond must reflect the minimum conditions specified in the standard form. A certified check made out to Enter Agency Name in an amount equal to 10% of the respective proposed value may be submitted in lieu of a proposal bond.

j. PERFORMANCE BOND

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Delaware Department of Education with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 8 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

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,

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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 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

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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, 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

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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

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

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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.

Pursuant to 31 Del. C. §309, 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 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

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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;
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

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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 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

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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 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

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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.
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.

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- 11. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number DOE RFP 2019-04 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.

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

VI. Attachments

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

- Attachment 1 – No Proposal Reply Form

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- 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 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 8 – Performance Bond
- Attachment 9 – Bid Bond
- Attachment 10 – Delaware Department of Education Standard Contract Template
- Attachment 11 – Cyber Responsibilities, Liability and Insurance
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C - DEEDS 3.0 REQUIREMENTS
- Appendix D - Existing System Inventory (DEEDS Matrix)

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE RFP 2019-04

Contract Title: Educator Licensing and Certification System

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. DOE RFP 2019-04
CONTRACT TITLE: Educator Licensing and Certification System
DEADLINE TO RESPOND: December 10, 2018 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 _____

CONTRACT NO. DOE RFP 2019-04
CONTRACT TITLE: Educator Licensing and Certification System

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

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. DOE RFP 2019-04	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		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
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**

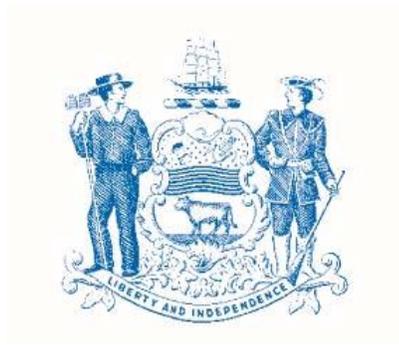
**State of Delaware
Office of Supplier Diversity
Certification Application**

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
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.**

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

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IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Witness or Attest:

Name: _____

Title: _____

Date: _____

(Corporate Seal)

SURETY

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Witness or Attest:

Name: _____

Title: _____

Date: _____

(Corporate Seal)

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Attachment 9

Bid Bond

BOND HAS NOT BEEN WAIVED
10% BOND TO ACCOMPANY PROPOSAL
(NOT NECESSARY IF CERTIFIED CHECK IS USED)

KNOW ALL MEN BY THESE PRESENTS That _____
_____ of _____ of the County of
_____ and State of _____ principal, and
_____ of _____ of the County of
_____ and the State of _____ as surety, legally
authorized to do business in the State of Delaware, are held and firmly bound unto the
State of Delaware in the sum of _____ Dollars or _____ per cent (not to
exceed _____ Dollars) of amount bid on Contract No. _____ to
be paid to said State of Delaware for the use and benefit of the
_____ of said State, for which payment well
(hereinafter referred to as Agency)

and truly to be made, we do bind ourselves, our and each of our heirs, executors,
administrators, and successors, jointly and severally for and in the whole, firmly by these
presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bounden
principal _____ who has submitted to said Agency of the
State of Delaware, a certain proposal to enter into a certain contract to be known as
Contract No. _____, for the furnishing of certain products and/or services within
the said State of Delaware shall be awarded said Contract No. _____, and if
said _____ shall well and truly enter into and execute said Contract No.
_____ and furnish therewith such surety bond as may be required by the terms
of said contract and approved by said Agency, said contract and said bond to be entered
into within twenty days after the date of official notice of the award thereof in accordance
with the terms of said proposal, then this obligation to be void or else to be and remain in
full force and virtue.

Sealed with _____ seal and dated this _____ day of
_____ in the year of our Lord two thousand and _____ (20____).

SEALED AND DELIVERED IN THE
Presence Of _____
_____ (Seal)

Name of Bidder (Principal)

Witness

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Department of Education

BY
(Seal)

Corporate
Seal

Title

BY
(Seal)

Name of Surety

(Seal)

Title

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 desires to provide such services to DDOE on the terms set forth below;

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

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

1. Services.

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

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

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

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aspect of its performance under this Agreement. Pricing of changes shall be consistent with those established within this Agreement.

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

2. Payment for Services and Expenses.

2.1 The Services contemplated in this Agreement shall be completed no later than _____, 20_____.

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

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

2.4 VENDOR shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt.

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

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

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

2.8 Invoices shall be submitted to: _____

3. Responsibilities of VENDOR.

3.1 Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by VENDOR, its subcontractors and its and their principals, officers, employees and agents under this Agreement. 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/>, and as modified from time to time by DTI during the term of this Agreement. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, VENDOR 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.

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.

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3.3 It shall be the duty of the VENDOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. VENDOR will not produce a work product that violates or infringes on any copyright or patent rights. VENDOR 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 VENDOR shall not in any way relieve VENDOR of responsibility for the professional and technical accuracy and adequacy of its work. DDOE's review, approval, acceptance, or payment for any of VENDOR's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and VENDOR 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 performance or failure to perform under this Agreement.

3.5 Prior to performing any work under this Agreement, Vendor and Vendor's employees and agents shall submit to any criminal history or other background checks that may be requested by Delaware (DDOE). DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by Delaware (DDOE) for any person whose criminal history or background check results are not acceptable to DDOE, in its sole and absolute discretion. The positions anticipated include:

Project	Team	Title	% of Project Involvement
---------	------	-------	--------------------------

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

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

3.8 VENDOR 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 VENDOR 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 VENDOR 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.

Pursuant to 31 Del. C. §309, 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

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(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 VENDOR fails to complete the project or any phase thereof within the time specified in the Agreement, 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 VENDOR's provision of the Services, DDOE shall perform those tasks and fulfill those responsibilities specified in the appropriate Appendices.

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

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

5.4 The review comments of DDOE's designated representatives may be reported in writing as needed to VENDOR. It is understood that DDOE's representatives' review comments do not relieve VENDOR from the responsibility for the professional and technical accuracy of all work delivered under this Agreement.

5.5 DDOE shall, without charge, furnish to or make available for examination or use by VENDOR 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;

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

VENDOR shall return any original data provided by DDOE.

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

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

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

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by VENDOR for DDOE relating to the services to be performed hereunder shall become the property of DDOE and shall be delivered to DDOE's designated representative upon completion or termination of this Agreement, whichever comes first. VENDOR 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 [Reserved]

OR:

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

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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 [Reserved]

OR:

6.3 In no event shall VENDOR be precluded from developing for itself, or for others, materials that are competitive with the Deliverables, irrespective of their similarity to the Deliverables. In addition, VENDOR 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 [Reserved]

OR:

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data owned by VENDOR prior to the effective date of this Agreement ("Preexisting Information") shall remain the exclusive property of VENDOR 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.* § 10001-10007, and as required by 11 *Del.C.* §4322 and other state and federal laws pertaining to confidentiality the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

8.1 VENDOR warrants that its services will be performed in a good and workmanlike manner. VENDOR 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

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services purchased by VENDOR for DDOE in connection with the provision of the Services, VENDOR shall pass through or assign to DDOE the rights VENDOR obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

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

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

10. Employees.

10.1 VENDOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by VENDOR 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,

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employee or independent contractor, directly or indirectly, any of the other party's Personnel during their participation in the services or during the twelve (12) months thereafter. For purposes of this Section 10.2, "Personnel" includes any individual or company a party employs as a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

11. Independent Contractor.

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

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

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

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

12. Suspension.

12.1 DDOE may suspend performance by VENDOR under this Agreement for such period of time as DDOE, at its sole discretion, may prescribe by providing written notice to VENDOR at least 30 working days prior to the date on which DDOE wishes to suspend. Upon such suspension, DDOE shall pay VENDOR its compensation, based on the percentage of the project completed and earned

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until the effective date of suspension, less all previous payments. VENDOR shall not perform further work under this Agreement after the effective date of suspension. VENDOR shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from DDOE to resume performance.

12.2 In the event DDOE suspends performance by VENDOR for any cause other than the error or omission of the VENDOR, for an aggregate period in excess of 30 days, VENDOR shall be entitled to an equitable adjustment of the compensation payable to VENDOR under this Agreement to reimburse VENDOR 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 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination.

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

- a. Not less than 10 calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with DDOE prior to termination.

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

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

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performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6 Gratuities.

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

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

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.

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

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

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

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

VENDOR 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.

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19. Complete Agreement.

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

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

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

20. Miscellaneous Provisions.

20.1 In performance of this Agreement, VENDOR shall comply with all DDOE policies, applicable federal, state and local laws, ordinances, codes and regulations. VENDOR shall solely bear the costs of permits and other relevant costs required in the performance of this Agreement.

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

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

20.4 VENDOR 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

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Agreement. **VENDOR** further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

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

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

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

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

21. Insurance.

21.1 **VENDOR** 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

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E. Product Liability - \$1,000,000 per occurrence/ \$3,000,000 general aggregate, or

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

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

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

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

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

22. Assignment of Antitrust Claims.

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

23. Surviving Clauses

All indemnification obligations imposed and all licenses and assignments of rights granted under this Agreement shall survive termination

24. Governing Law.

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

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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: VENDOR

DDOE: Operations Support
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 Certified 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.

VENDOR

Delaware Department of Education

(Official of Vendor)
Project Manager

Deputy Secretary, (or Designee)
Date
Operations Support

Date

Finance Director
Initials

(Official of Vendor)
Principal Investigator

Team Associate Secretary Date

Date

Date Work Group Director
Initials

Cyber Responsibilities, Liability and Insurance

A. Vendor Protection of Customer Data

1. The awarded vendor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) security standards identified in this Request for Proposals and any resultant contract(s).

B. Definitions

Data Breach

1. In general the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in :
 - 1.1 The unauthorized acquisition of personally identifiable information (PII); or
 - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
 - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
 - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.

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2. Information or data that meets the definition ascribed to the term "Personal Information" under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

Customer Data

1. All data including all text, sound, software, or image files provided to Vendor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

Security Incident

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

C. Responsibilities of Vendor in the Event of a Data Breach

1. Vendor shall notify State of Delaware, Department of Technology and Information (DTI) and Government Support Services (GSS) without unreasonable delay when the vendor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.
 1. 1 Should the State of Delaware or the awarded vendor determine that a data breach has actually occurred; the awarded vendor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by VENDOR, DTI, and GSS.
 1. 2 Should any corrective action resultant from Section B.1.1. above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
 1. 3 In the event of an emergency the awarded vendor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
 1. 4 For any record confirmed to have been breached whether such breach was discovered by the awarded vendor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the awarded vendor shall:
 - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
 - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.

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- 1.4.3. Meet and confer with representatives of DTI and GSS regarding required remedial action in relation to any such data breach without unreasonable delay.
- 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit monitoring services, mailing costs, website, and toll free telephone call center services.

D. No Limitation of Liability for Certain Data Breaches

1. Covered Data Loss

- 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services

2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

- 3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of vendor's liability for the vendor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

E. Cyber Liability Insurance

- 1. An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, ***prior to execution of a contract***, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
- 2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: **level 4 (100,001 – 500,000 PII records)**. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.

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Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

F. Compliance

1. The awarded vendor(s) is required to comply with applicable security-related Federal, State, and Local laws.

G. Media Notice

1. No media notice may be issued without the approval of the State.

H. Points of Contact – Data Breach

1. State of Delaware
Department Of Technology and Information
Department of Education

Contact information will be provided when signing the contract.

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Appendix A – Minimum Mandatory Submission Requirements

1. 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, as instructed in section 2 (Vendor Technical proposal) and section 3 (Vendor Cost Proposal), below. 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. 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.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
6. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
7. 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 four (4) 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 one (1) electronic copy of the vendor proposal saved to a USB memory stick. Copy of electronic price file shall be a separate file from all other files on the electronic copy.

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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

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).

Accurate 2nd tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@state.de.us on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Contract spend during the covered periods shall result in a report even if the contract has expired by the report due date.

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2. Vendor Technical Proposal

This section provides directions to the Vendor for the submission of the technical response to the requirements identified in the RFP and Appendix B. In addition, it identifies pre and post proposal requirements and identifies key dates in the procurement process.

1.1 Pre-Proposal Requirements

1.1.1 Registration

Please confirm your organization's interest in this project by notifying Meaghan Brennan, by e-mail at Meaghan.Brennan@doe.k12.de.us, or by calling (302) 735-4170. Registering with the State will ensure that your organization is included in announcements or addenda and other notices affecting this project.

1.1.2 Vendor Conference

The State will hold a Vendors' Conference on **October 23, 2018** at the **Carvel State Office Building, 820 N French St, Wilmington, DE 19810**. The purpose of the conference is to allow each vendor to review the RFP with the State Project Team and to answer questions. Attendance at the Vendor's Conference is mandatory. This conference will provide a forum for vendors:

- To request clarification of the RFP.
- To seek a better understanding of the State's intentions.
- To offer suggestions or changes to the RFP that could improve competition or lower cost to the State without compromising services.
- To achieve any or all of the proceeding.

Details of the Vendor's Conference are as follows:

- Written questions for the Vendor's Conference are due on or before close of business, November 2, 2018 in order for the State to prepare answers to the questions. They must be addressed to the Designated Contact. Questions can be submitted on paper but must also be submitted electronically by email.
- Written questions should be tied directly to the RFP, by referencing the proposal section number to which each question relates.
- Follow-up questions and any additional questions will be allowed during the conference in an open forum. Oral responses to questions asked during the conference will be informational only and will not be considered binding. Written (official) answers will be provided for all questions asked during the Vendor's Conference. These questions and answers will be distributed to all registered vendors within three (3) business days following the Vendor's Conference.

Vendors are requested to limit attendance to two people from each company. Attendance is a requirement of responding to the RFP. There will be no tape or transcript of the conference. Please confirm your attendance at the Vendor's Conference by notifying Meaghan Brennan, by e-mail at Meaghan.Brennan@doe.k12.de.us, or by calling (302) 735-4170

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1.1.3 Intent to Bid

Vendors shall complete and return the “Notice of Intent to Bid” form by **November 2, 2018**. This form should be signed by an authorized representative of the organization, dated, and returned to the address listed below:

Meaghan Brennan
State of Delaware Department of Education
DEEDS Project
401 Federal Street, Suite #2
Dover, DE 19901-3639

All potential vendors who attend the Vendor’s Conference and return the “Notice of Intent to Bid” form will constitute the pool of “Active Bidders”.

The “Notice of Intent to Bid” form will be made available to each potential vendor represented at the Vendor’s Conference. Failure to return this form by **November 2, 2018** shall be interpreted by the State as a presumptive rejection of the RFP, and that the potential vendor’s organization does not desire to bid. Furthermore, failure to return the “Notice of Intent to Bid” form shall mean that the Vendor will no longer be considered as an “Active Bidder”.

1.2 Proposal Contents Requirements

The failure of a Vendor to meet any of the following RFP requirements will result in disqualification of the proposal.

The submitted proposal must follow the rules and format established within this RFP. Adherence to these rules will ensure a fair and objective analysis of all proposals. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a proposal.

Vendors are cautioned not to refer to a brochure as a response to a requirement. Vendors are expected to write full answers for each requirement and not refer to previous responses, for example, using “see above” or “See technical whitepaper, page 4”.

Within each section of their proposal, Vendors should address the items in the order in which they appear in this RFP. All forms provided in the RFP must be thoroughly completed and included in the Vendor’s response to the RFP. All discussion of proposed costs, rates, or expenses must only occur in the Cost Proposal.

- 1.2.1. Technical Proposal Vendor Response Section

This section provides Vendors with the opportunity to answer text-based questions about the implementation and project management services.

The Technical Proposal must be bound, and organized behind tabs corresponding to the sections of the Technical Proposal Vendor Response Section, as follows:

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TECHNICAL PROPOSAL	
Tab #	Response Section
1	Proposal Overview
2	Vendor and Partner Overview & References
3	Vendor Certifications & Exceptions
4	General Requirements
5	Deliverable Requirements
6	Required Vendor Attachments
7	Supplemental and Collateral Material

Attachments requested within each section should be included behind tab 6 (“Required Vendor Attachments”)

1.2.1.1 Proposal Overview

-

- *Transmittal Letter*

A transmittal letter must accompany all proposals. A corporate officer or person who is authorized to represent the company must sign this letter. A letter of transmittal must meet the following requirements:

1. Identify the submitting organization.
2. Identify the name and title of the person authorized by the organization to obligate the organization contractually.
3. Identify the name, title, and telephone number of the person authorized to negotiate the contract on behalf of the organization.
4. Identify the name, titles, and telephone numbers of persons to be contacted for clarification.
5. Explicitly indicate acceptance of the requirements in this RFP.
6. Bear the signature of the person authorized to obligate the organization contractually.
7. Acknowledge receipt of any and all amendments to this RFP.

-

- *Table of Contents*

The Table of Contents should reference all materials required by this RFP and any additional information or material the Vendor wishes to supply.

-

- *Executive Summary*

Vendors shall provide an executive summary to familiarize the State executives and evaluators with the key elements and unique features of their proposal and by briefly describing how they will implement this project. The executive summary should at a minimum provide the following information.

- A summary of the proposal to provide the Proposal Evaluation Team with an overview of the business and project features of the proposal.
- Description of the project team and each team member’s roles and responsibilities and lines of authority and accountability.
- Information on the background and qualifications of each partner. (Resumes should be placed behind tab 7 of the Vendor Technical Response.)

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- Discuss the risks and concerns arising from the State's RFP.
- Explain what is needed from the State to begin the project.

1.2.1.2 Vendor and Partner Overview and References

- - *Vendor Services Overview*

Please identify Vendors for each product or service proposed to be provided. If multiple Vendors will be providing any service, identify each Vendor and the specific system and/or service component they will provide.

- *Vendor and Partner Overview*

This section must be completed for each vendor included in the proposal. The primary Vendor is to be the first organization listed.

ORGANIZATION HEADQUARTERS INFORMATION:

Company Name:

Address:

City, State & Zip:

Company Size: (Total Number of Employees)

REGIONAL OR LOCAL OFFICE INFORMATION:

Address:

City, State & Zip:

Primary Contact:

Phone: Fax:

E-mail:

PRIMARY CONTACT INFORMATION for the RFP:

Name: Title:

Address:

City, State & Zip:

Phone: Fax:

E-mail:

- - *Special Organizational Conditions*

Disclose any of the conditions that have occurred within the past five (5) years and discuss their organizational impacts; judgments, pending litigation or other real potential financial reversals, contract terminations, known or planned sale, merger or acquisition of this vendor's company or products, any mergers or acquisitions and any potential conflicts of interest with the State. If none of these conditions are known to exist, state "None":

- - *Corporate Qualifications and Experience*

The Vendor must thoroughly describe, in the form of a narrative, its experience and success as well as the experience and success of major-sub-contractors in implementing the proposed software in other K-12 organizations.

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-
- *Vision and Strategy*

Vendors should describe their organization's mission and vision and show how these items will provide the business direction and resources to enable the vendor to facilitate the successful implementation of the Insight Warehouse. Vendor must describe their strategy to providing key competencies and focused, service-oriented support required for a successful implementation.

-
- *Other Value-Added Service or Options*

Vendors are encouraged to thoroughly describe any other consulting or value-added services they feel that may contribute to the success of the project. The response to this specification may include other capabilities not included elsewhere in the Vendor's proposal.

-
- *Financial Stability*

Vendors must submit copies of their most recent year independently audited financial statements. The submission must include the audit opinion, the balance sheet, statements of income, retained earnings, and cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Vendor, the Vendor must document the reason and, instead, submit sufficient information to enable the Proposal Evaluation Team to determine the financial stability of the Vendor.

-
- *Vendor Install Base & References*

Vendors and subcontractors shall provide a list of three installations where the Vendor implemented a single sign-on solution and where the work was similar in size, application, and scope to the projects described herein. The State will contact these organization and ask them about the Vendor's technical capabilities, project management skills, and ongoing support after installation. One of the three reference accounts may be chosen for a site visit by the Proposal Evaluation Team.

For each reference identify the organization, provide a contact name and contact information (address, phone number and email address). Describe the project technical environment, the start and end date of the engagement, and the approximate cost of the project.

1.2.1.3 Vendor Certifications and Exceptions

-
- *Vendor Assumptions*

State any assumptions or dependencies presumed in this proposal. Identify each assumption with a unique numerical identifier. If there are no additional assumptions, the Vendor must indicate NONE for this section.

-
- *Exceptions to the RFP*

Note any exceptions taken to any aspect of the RFP. Exceptions to detailed technical or management requirements should be discussed in the Vendor Response to the appropriate section and referenced here in the RFP Exceptions List.

All exceptions must be documented here regardless of whether they appear elsewhere in the proposal. Where specific exceptions are noted, please reference the RFP section, page and item number. If there are no exceptions, the Vendor must indicate NONE for this section.

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- *Response to Terms and Conditions*

The contract between the State and a Vendor will follow the format specified by the State and contain the terms and conditions set forth in the Attachment 11 to the RFP. However, the State reserves the right to negotiate with a successful Vendor provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Vendor's proposal will be incorporated into and become part of the contract.

Should a Vendor object to any of the State's terms and conditions, as contained in Attachment 11, that Vendor must propose specific alternative language. The State may or may not accept the alternate language. General references to the Vendor's terms and conditions or attempts at complete substitutions are not acceptable to the State and will result in disqualification of the Vendor's proposal.

Vendors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. If there are no exceptions, the Vendor must indicate NONE for this section.

- *Vendor's Additional Terms and Conditions*

Vendors must submit with the proposal a complete set of any additional terms and conditions that they expect to have included in a contract negotiated with the State. The State may or may not accept the additional terms and conditions. Vendors must provide a brief discussion of the purpose and impact, of each proposed change followed by the specific proposed alternate wording. The State may or may not accept the additional terms and conditions. If there are no additional terms, the Vendor must indicate NONE for this section.

- *Milestone Based Payment Schedule*

Provide your acceptance of a milestone-based payment schedule and discuss any conditions or limitations.

- *Stress Testing*

The State requires that an operational load test be performed as part of the system acceptance process prior to implementation. Please provide confirmation that you will perform the test, describe the test process and any conditions or limitations of the test.

- *Background Checks & Investigations*

Individuals in your organization may be subject to finger-printing, background checks and investigations in order to work under contract with the State. Please provide your acceptance of this requirement and describe any issues or concerns with this requirement

1.2.1.4 General, Management and Technical Requirements

The format for the response is the same for these three tabs. For each item identified in Appendix B, Scope of Work and Technical Requirements, list the heading and provide the response. Use as much space as required to completely respond to the State's request and include a response for each heading listed. Please refer to the "Vendor Response" comments under each heading in Appendix B to make certain your response is complete.

1.2.1.5 Vendor Required Attachments

This Tab should include required documents as specified in different sections of the RFP.

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- *Delaware Business License*

The Vendor must provide a copy of their valid Delaware Business License.

- *Tax Clearance Certificate*

A Tax Clearance Certificate must be provided with this proposal. This is obtainable through the Corporate Income Taxes Section, Delaware Division of Revenue, 820 North French Street, Wilmington, DE 19801. This clearance will assure that there are no outstanding tax liabilities for the corporation, business, association or individual with which the State intends to do business.

- *Certificate of Insurance*

The Vendor must provide a Certificate of Insurance as evidence of the required coverage specified in this RFP.

- *Latest Audited Financial Statement*

Provide copies of your company's latest audited financial statement.

- *Vendor Standard Licensing Agreement*

Provide copies of your standard licensing agreements.

- *High Level Project Plan and Schedule*

The Vendor must include a copy of the preliminary high-level project plan and schedule based their responses to this RFP.

- *Key Staff Resumes*

The Vendor must include copies of resumes for all key personnel proposed for this RFP, along with three references.

1.2.1.6 Supplemental and Collateral Material

The Vendor should include any supplemental materials in this section.

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1.3 Post-Proposal Requirements

1.3.1 Vendor Oral Presentations

Vendors selected as finalists may be required to make an oral presentation of their Proposal to the State's Proposal Evaluation Team. Note that these presentations may be recorded. The State's Proposal Evaluation Team will establish a presentation schedule. It is anticipated that the presentations will be less than four (4) hours and the State's Proposal Evaluation Team will establish an agenda to identify the topics and materials to be addressed during the oral presentation. The presentation schedule will provide each Vendor invited to present an equal opportunity to adequately prepare and distribute requested materials prior to the scheduled presentation. The Proposal Evaluation Team may, at its option, ask questions of the Vendor to clarify any function, service, or technical capability included in the Vendor's proposal. Presentation assignments for selected Vendors will be randomly drawn and Vendors notified upon the Vendor being selected as a finalist. Assignments are final.

Vendor's must include in their proposals a list of all special equipment, communications facilities or other resources required for the oral presentation of their proposal.

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3. Vendor Cost Proposal

This section describes the requirements to be addressed by vendors in preparing the Cost Proposal. The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where more detailed pricing is required.

3.1. Cost Proposal Contents

All costs associated with the requirements specified herein, must be listed in cost tables. The State will only be responsible for costs clearly set forth in the Vendor's response to this RFP.

Please note that all cost tables must include bottom lines for totaling the line items in the table.

The Cost Proposal must be bound and submitted separately from the Technical Proposal Section. The Cost Proposal sections shall include: 1) Total Not To Exceed Cost; 2) License Cost; 3) Future Vendor Rates; 4) Staff Loading; 5) Payment Schedule by Deliverable; 6) Other (As Needed); and 7) Attachments and Assumptions.

The Cost Proposal must be organized behind tabs corresponding to the sections listed above as follows:

Tab #	Response Section
1	Total Not To Exceed Cost
2	License Costs
3	Future Vendor Rates
4	Staff Loading
5	Payment Schedule by Deliverable
6	Other (As Needed)
7	Attachments and Assumptions

Attachments and assumptions requested within each section should be included behind Tab 7.

The Cost Proposal shall present the total firm fixed price to perform all of the requirements of the Request for Proposal. The State recognizes that each vendor may have a unique pricing methodology. The vendor has the flexibility to apply the pricing model that meets the requirements of this RFP and minimizes the cost to the State while meeting all requirements of this RFP. All labor rates must be "fully loaded" to represent services provided at the project site in Dover, Delaware (i.e., travel and living expenses must be included in the rates). All cost estimates shall be inclusive of State Gross Receipts tax and all other taxes. The State will not pay any taxes separately.

The Vendor shall agree that all terms, warranties, and prices, as a whole, are comparable to or better than the equivalent terms, warranties, and prices, as a whole, offered by the Vendor to any present customer meeting substantially the same requirements or qualifications as the State. If the Vendor shall, during the term of this contract, enter into arrangements with any other customer providing greater benefits or more favorable terms, as a whole, the Vendor shall provide the same to the State.

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3.2. Cost Proposal – Total Not to Exceed Cost

The Vendor's total cost for the entire project must be presented as the Total Not-To-Exceed Cost. This cost must be broken down by the following project components:

1. Project Management.
2. Analysis and Design
3. Installation, Customization and Configuration
4. Application Migration
5. Testing
6. Training and Knowledge Transfer
7. System Rollout
8. Post Implementation Support
9. License Costs
10. Other

Instructions

1. All cost figures shall be provided in a fixed fee amount.
2. Since this is a fixed price solicitation, all cost figures shall be inclusive of travel and expenses (no travel and living expenses shall be billable to the State).
3. Costs shall include all applicable taxes.

3.3. Future Vendor Rates

The State may request additional services from the selected Vendor and require rates in the event that additional service is required. Vendor must include a burdened hourly rate for change orders as a result of modifications to the original scope of work. The Vendor's Cost Proposal must identify labor categories and rates that will be used to cost any additional work that may be required by the State. The vendor must guarantee those rates for the life of the project.

3.4. Staff Loading

List the titles of proposed positions on the project team to be filled by Vendor staff. Names must be provided for individuals designated for key roles, but titles are sufficient for others. For the duration of the product, identify by month the number of hours that each position is planned to work on the project and provide a total for the project.

3.5. Payment Schedule by Deliverable

It is the State's intent to negotiate a milestone-based fixed-fee payment structure based on acceptance of deliverables. The State may consider other payment alternatives from the Vendor. Vendors are required to submit a proposed payment schedule that is tied to specific dates and deliverables and which identifies the estimated amounts of invoices and the approximate dates on which those invoices might be generated. Preferably, the payment schedule will be performance-based and the actual payment dates will be based upon the completion and acceptance of the related deliverables. No invoice will be approved unless the State Project Manager has approved the associated deliverable(s). The State intends to withhold 10 percent of each payment until the State formally accepts the implementation of the application at the end of the post implementation support period.

A fixed price must be provided for each deliverable identified in this RFP.

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3.6. Licensing

Software products, tools and utilities that are required to provide base functionality or to support the design, development, configuration or operations of the system must be detailed.

For each item, provide a brief description. Identify the number of licenses required, the base or one-time cost for these licenses and the annual or maintenance cost. Identify when the annual cost begins. DDOE prefers that annual license cost be paid in monthly installments at the end of each month. If applicable, identify any code base that will be owned by the State at the end of this project.

The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

3.7. Attachments and Assumptions

As indicated above, please state any significant assumptions associated with the estimation of costs for this proposal. Please identify the activity or topic to which the attachment or assumption applies and how the attachment or assumption impacts the Cost Proposal (e.g., a fiscal impact on costs or impact on hours per month, etc.).

Appendix B – Scope of Work and Technical Requirements

1. Introduction

1.1. Intent of this Request for Proposal

The Delaware Department of Education (DDOE or State) is seeking proposals from qualified vendors (Vendor) to supply products and services to replace the DDOE educator licensing and certification systems, referred to as the Delaware Educator Data System or 'DEEDS' and Delaware Practitioners in Early Childhood (DPEC). The replacement, which is the subject of this Request for Proposal (RFP), is referred to as DEEDS 3.0. This procurement will be used to build a new, integrated system that addresses current and future needs of DEEDS stakeholders, while establishing a more flexible technical framework for future expansion of the systems.

As the result of a recent request for information (RFI), DDOE has learned that a number of States, districts, schools and vendors have been engaged in development of new licensing and certification systems in recent years. Rather than repeat this work, Delaware would like to transfer an existing system, install an off-the-shelf product, or replicate an approach that has been successful elsewhere, and then enhance it to meet the needs of Delaware stakeholders. It is believed that by leveraging the best practices of an existing solution, Delaware will be able to implement a higher quality system and be able to do so at a reduced cost and in less time.

This document provides potential respondents with the information and guidelines necessary for developing their proposals.

2. Project Overview

2.1. Background

The process of licensing and certifying educators is extremely complex and supported by a system that automates business rules and policy while facilitating the workflow of the licensing and certification process. The Delaware Educator Data System (DEEDS) was originally developed in 1997 and was significantly modified over the next 19 years to address changing state and Federal requirements for educator licensure and certification. The Delaware Practitioners in Early Childhood system (DPEC) was developed several years later to address similar needs in early education. DPEC was built on the same technical architecture as DEEDS and shares many of the same functions.

The years of modification combined with outmoded technology have resulted in undocumented systems that are unstable and difficult to maintain. Problems that arise are increasingly difficult to diagnose and address, while enhancing the system to address new requirements is complex and expensive. These problems delay the process of moving quality educators into the classroom as quickly as possible.

DEEDS and DPEC were originally designed as operational systems with reporting needs a secondary consideration. As a result, meeting the information needs of key stakeholders is a difficult and lengthy process. Today, the system is being asked to do things that it was not designed for and is unable to meet the demands of data-driven management.

The solution to these issues is to re-architect and build a new, integrated system that addresses current and future needs of DEEDS stakeholders, while establishing a more flexible technical framework for

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future expansion of the systems. In March of 2017, DDOE completed the 'DEEDS 3.0 Analysis Project' to document system requirements and provide a roadmap for the new system. Appendix C to this RFP contains a version of the DEEDS 3.0 Requirements document that has been updated for inclusion in this RFP.

2.2. DEEDS 3.0 Requirements

This requirements document contained in Appendix C presents the results of an eight-month effort to document the existing systems, understand the management expectations for an integrated DEEDS and DPEC system that will meet current and future needs, and map a path from the existing system to the new one.

This document addresses both functional and technical requirements at a high level. Technical requirements address the architecture necessary to meet the critical design objectives. Functional requirements were developed by completing a functional decomposition of the work supported by DEEDS and DPEC, breaking these functions into discrete activities, and documenting requirements for these activities. Using the existing systems as a starting point, each feature was evaluated to determine how it should best be migrated to the new architecture and how it must be enhanced or modified to meet the design objectives.

Requirement discovery involved extensive user involvement in individual and group sessions. Requirements are documented in narrative form supplemented, as appropriate, with diagrams and wireframes. The requirements are documented in sufficient detail to allow an accurate task plan, resource plan and cost estimate to be developed for subsequent design and development work.

In the response to this RFP, vendors will be asked to describe how their proposed solution addresses the requirements. Although many wireframes and technical approaches are described in the requirements document, Vendors need to understand that these were included to help illustrate and communicate requirements. These should not be viewed as prescriptive design for the new system.

2.3. Technical Environment

This section describes the technical standards of the Department of Education as well as the hardware and software environment in which DEEDS must operate.

The Department of Education infrastructure operates within a co-located computer center managed by Delaware's Department of Technology and Information that houses approximately 150 physical and virtual servers (utilizing VMWare ESXi). These servers are primarily 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 co-located computer center is connected to the state's education network via 1Gb optical fiber. This connection is shared by all of the application users as well as all Department employees that reside in the Townsend Building. Approximately 30% of this connection is used by application and user traffic during the day and a substantial portion is used at night for file copying and replication.

Most upper level schools such as high schools and middle schools are connected to the education network via 1Gb connections. In many cases these connections run at 70-80% utilization during the day, due to educational and business traffic. Many elementary schools and charter schools are connected via

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100Mb TLS circuits that are often at 50% or more utilization. The table below identifies the primary tools and technologies used by the Department of Education:

Relational Database	SQL Server 2014 R2
Reporting Service	SQL Server 2014 R2 Reporting Service
Data Warehouse	SQL Server 2014 R2 Analysis Service
ETL Tool	SQL Server 2014 R2 Integration Service
Server Operating Systems	Windows Server 2016 (2012 also supported)
Identify Management	Microsoft Unified Access Gateway Threat Management Gateway Active Directory Federated Services
Preferred Development Tools	Visual Studio 2015
Source and Version Control	GitLab
Web Browser	Current Versions (IE, Firefox, Safari, Chrome, Edge)
Office and Email Applications	Microsoft Office 2016/O365

All new systems developed by and for DDOE are developed for the web and support responsive design.

In addition to Department of Education standards, all systems must also adhere to State technology and communication standards and policies, located at:

<http://dti.delaware.gov/information/standards-policies.shtml>.

Particular attention should be paid to recent updates:

- Cyber Responsibilities, Liability and Insurance
- Terms and Conditions Governing State Data Usage
- Terms and Conditions Governing Cloud Services

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3. Requirements and Scope of Work

This section of the RFP provides a description of the State's expectations for the work to be completed by the Vendor for the DEEDS Project.

Required deliverables are identified in this section. If additional deliverables are produced as part of the Vendor's standard methodology, they should be identified and described in the appropriate section of the technical response.

Expectations for the content of the Vendor response to these requirements are described throughout this section. The format of that response is addressed in Appendix A – Minimum Mandatory Submission Requirements

This section addresses a number of management and technical topics of importance to this project. Within this section, the structure of each topic is the same, providing:

- The requirements to be met by the Vendor in the fulfillment of this project (including a list of expected deliverables and work products);
- Background information on any work completed to date by the State, and preferences of the State with regard to the nature of the work to be performed;
- A description of the information to be provided by the Vendor in their proposal.

3.1. Management Requirements

3.1.1. Project Approach and Plan

The Vendor will be responsible for development and maintenance of the project task plan and schedule, based on the approach, methodology and tools used successfully by the Vendor in previous engagements. The Vendor will be responsible for regular reporting of progress against the plan, recommending corrective actions to be taken in the event of unanticipated changes to the plan or schedule, and regular updates to the plan and schedule to accommodate any changes.

Through our Request for Information (RFI) process, the State found that the majority of potential vendors have developed methodologies that are customized to the implementation of their solution. To minimize cost and reduce risk, the State believes it is important for the successful Vendor to use their methodology, applying it to the particular needs of the State of Delaware. The "how" of the project should, therefore, be provided by the Vendor, using a proven methodology, approach and work plan that the Vendor has used successfully in similar engagements.

Expected Deliverables and Work Products:

- Final Scope Document (D)
- Final Project Work Plan (D)
- Deliverable Schedule (D)
- Project Status Reports (W)
- Workshop Summaries (W)

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Vendor Response

The technical proposal must describe the Vendor's philosophy, methodology, and approach to this project and to project management; describe the methods, tools, and techniques the Vendor intends to use in providing project management services; provide a description of key methods or techniques; provide a high-level project plan and schedule identifying major milestones and deliverables; describe the Vendor's approach to managing the schedule, controlling costs, mitigating risk, and limiting "scope expansion" to the project. The State expects both the project plan and the schedule to undergo significant refinement during the planning phase of the project. For each major milestone and deliverable, the Vendor shall identify the roles and responsibilities of Vendor and State staff in the completion of each deliverable.

The cost proposal must include the costs of any software licenses for tools proposed by the Vendor to document the requirements and design. The State reserves the right to purchase any commercially available software off of existing State contracts if a cost savings can be realized.

3.1.2. Requirement Validation

A critical phase early in the project will be the validation of requirements with DDOE staff. During this phase, the Vendor will be responsible for working with the DDOE project team and stakeholders to review, understand, refine and prioritize the requirements contained in Appendix C and D of this RFP. The end product will be a DEEDS requirement inventory that will guide the project through subsequent phases. The requirement inventory will be an expansion of the Scope Document.

Expected Deliverables and Work Products:

- DEEDS Requirement Inventory (D)
- Requirement Workshop Summaries (W)

Vendor Response

The technical proposal must include the Requirement Validation phase in the project workplan and schedule. The proposal must describe the proposed approach to the validation task and how stakeholder involvement in this process will be accomplished.

3.1.3. Project Staffing and Qualifications

The Vendor is responsible to provide and maintain sufficient numbers of qualified management, technical and functional staff to meet the needs of this project and provide the services outlined in the Vendor's response to this RFP. The Vendor is also responsible for development of a detailed resource plan for both Vendor and State staff, which defines the staffing and staff organization, and identifies all team participants and their roles and responsibilities. The Vendor must identify key staff and will be required to commit these staff for the life of the project except for legitimate personal reasons, employment termination, acts of God or mutual agreement between the State and the Vendor. Any replacement of key staff should have skills and qualifications equal to or greater than the individual that departed. In any case, the State reserves the right to interview and agree or not agree on the replacement.

Based on past experience with similar projects, and estimates developed during the RFI process, the State has developed a staffing plan for State staff to support the project. The State is planning to

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provide a full-time project manager. This individual will be responsible for coordination of State staff resources, collaboration with the Vendor project managers, and communication with project Stakeholders. In addition, the State is committing the following resources to the project:

- Product Owner (100%)
- Technical Lead
- Two (2) Analysts

The State has selected top managers from DDOE to serve as project sponsors who will provide regular oversight of project activities and who will coordinate activities with managers in districts and Charter schools across the State.

The State has a strong preference for consultants with previous experience with licensing and certification in a K12 environment as well as an excellent understanding of their particular area(s) of responsibility. To obtain the best consulting team possible, the State is willing to be flexible in the staging of consulting assignments and will work to minimize the time between submission of proposals and start of the contract in order to ensure that the most qualified team available is assigned to the project.

Vendor Response

Vendors and their subcontractors shall describe the proposed management structure and identify key personnel who will be assigned to this project. Resumes for all key personnel shall be included along with three personal references. At a minimum key staff will include the Vendor Project Manager and Analysis Lead. Other key staff should be suggested by the Vendor, if appropriate.

Because project methodologies may differ, the proposal must outline State staffing needs based on the Vendor's methodology and describe the recommended working and reporting relationships between State and Vendor staff.

3.1.4. Knowledge Transfer

Knowledge transfer is a continuous process designed to enable the State to properly support the development and extension of DEEDS in the future. The Vendor will be responsible for development of a knowledge transfer plan for the project team. Through training, workshops and mentoring relationships, the Vendor will be responsible for educating the project team in the methodology and task plan to be used on the project, the architecture and design of the solution, and the skills and techniques needed for ongoing maintenance of the system.

Expected Deliverables and Work Products:

- Knowledge Transfer Plan (D)
- Plan Progress Documentation (W)

The State believes that knowledge transfer should be in integral part of the overall project plan that incorporates formal training, one-on-one coaching and directed work experience. The plan should identify the knowledge and skills team members need to acquire, the methods to be used to obtain these skills, and a mechanism for tracking progress.

Vendor Response

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The technical proposal must describe the Vendor's knowledge transfer philosophy, the approach that will be used in the project, and provide a discussion of how this approach will ensure that State staff will be able to take ownership and continue the project through development of DEEDS. The project work plan must identify key milestones in the knowledge transfer process and identify major deliverables or work products of this process.

3.1.5. Interoperability Standards

In order to increase efficiency, facilitate data sharing and improve data quality, DDOE is advocating the adoption of interoperability standards for all new systems. The DDOE Statement of Intent is contained in Attachment A to this Appendix.

Vendor Response

The Vendor must review the Statement of Intent. In the technical proposal, the Vendor must describe the extent to which their products do or will incorporate the identified data standards as described in Attachment A, identify any exceptions to this adoption and provide the reasons for these exceptions.

3.1.6. Critical Design Objectives

Three critical design objectives (Built for Change, Inform the Process, and Highly Integrated) are described on page 3 of Appendix C. These objectives are deemed to be factors critical to the success of the new system and provided a guide for the specification of new system requirements.

Expected Deliverables and Work Products:

- None

Vendor Response

For each of these objectives, the technical proposal should demonstrate the Vendor's understanding of the importance of these objectives for DEEDS 3.0 and must describe how well the proposed solution meets each of the objectives.

3.1.7. Technologies and Techniques

As part of the analysis process, the analysis project team identified the preferred tools and technologies that would be used to maximize productive and reduce long-term cost of system maintenance and enhancement. These are described on page 3 of Appendix C.

Expected Deliverables and Work Products:

- Technologies and techniques must be reflected in the Workplan and Deliverable Schedule deliverables of the Project Approach and Plan, above.

Vendor Response

The technical proposal should specifically describe the extent to which the Project Approach and Plan supports the six technologies and techniques identified in the Appendix C.

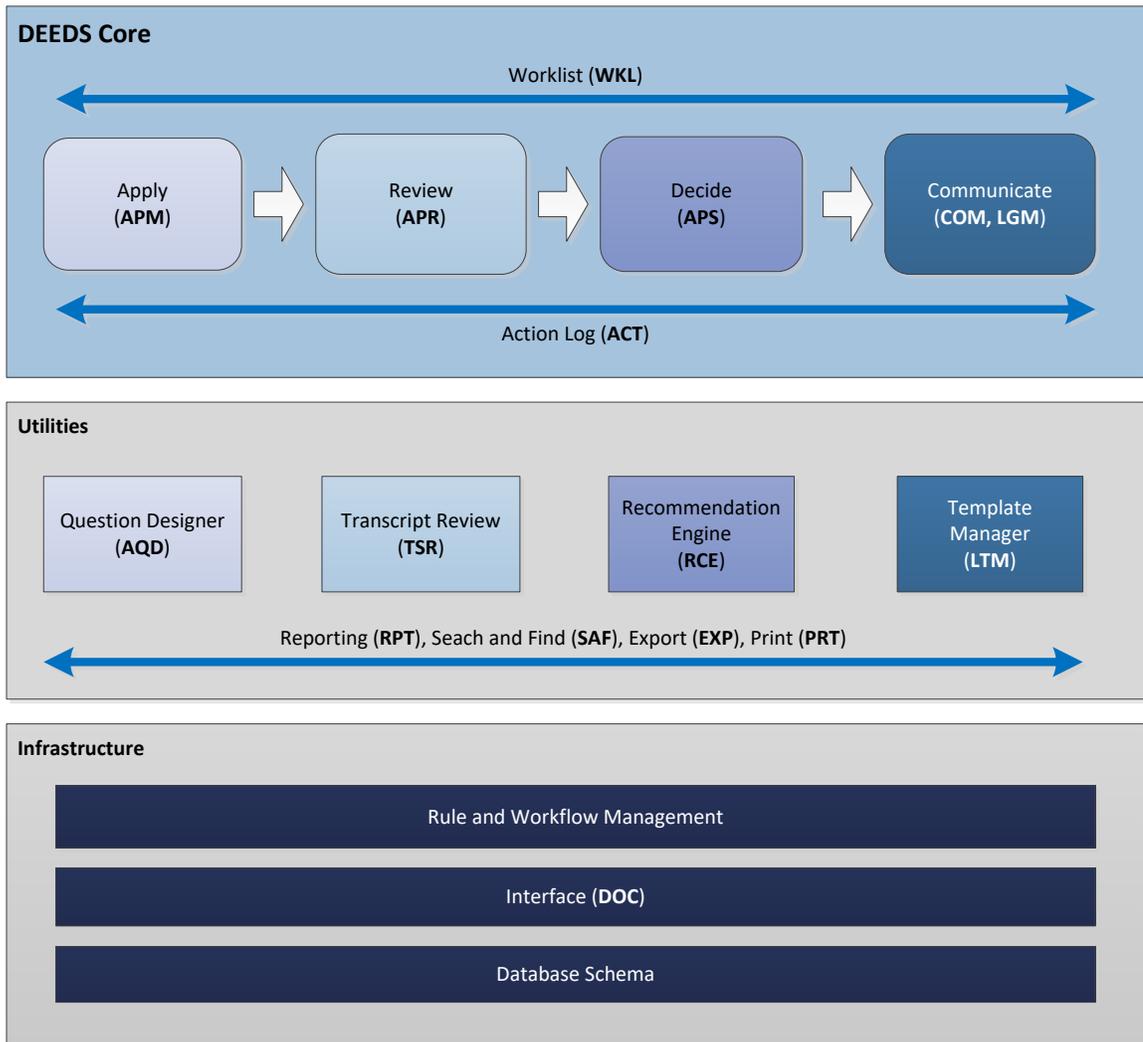
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3.2. Functional Requirements

The Functional Requirements portion of the proposal will follow the topics and outline of the Appendix C DEEDS Requirements document under the topics Core Functions, Utility Functions and Infrastructure Enhancements. For each item, the Vendor’s technical proposal should describe the extent to which their proposed solution provides the desired functionality and describe how this functionality is delivered. Screen captures, flow diagrams and data models may be used to illustrate these capabilities in the proposed solution.

Although many wireframes and technical approaches are included in the requirements document, Vendors need to understand that these were included to help illustrate and communicate requirements. These should not be viewed as prescriptive design for the new system.

Functional requirements are shown graphically in the diagram below and summarized in the following sections.



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3.2.1. Core Functions

The DEEDS Core functions are those most directly related to the work of current DEEDS and DPEC staff – applying for a license, certification, or permit; internal review of the application; making and documenting a decision on the application and communicating the results. There are also two core functions that support management of the application process – The worklist, a tool for tracking upcoming activities and focusing the user on the most important work to be done, and the Action log, designed to allow a user to quickly find information about historical activities.

3.2.2. Utility Functions

The utility functions are features of DEEDS 3.0 that automate manual and highly technical activities. They are designed to improve the efficiency of processing of credential requests while increasing productivity and transparency.

3.2.3. Infrastructure Enhancements

The Infrastructure functions are features that provide the foundation for all other functions. Most critical is the rules and workflow subsystem, which will allow system users to quickly respond to regulatory changes. The database schema must be focused on supporting the operational functions while the approach to external interfaces and reporting will support DDOE standards and provide flexibility in operational and analytic reporting.

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Attachment A - Delaware Department of Education Statement of Intent to adopt Global Interoperability Standards in a Timely Manner

The Delaware Department of Education (DDOE) advocates adoption by all suppliers of applicable open interoperability standards provided by the IMS Global Learning Consortium (IMS), the Ed-Fi Alliance (Ed-Fi) and the Common Education Data Standards (CEDS) project in order to enable safe, flexible and rapid integrations. The aforementioned standards are evolving under the governance of member organizations, which includes a majority of leading educational technology suppliers. The paragraph below describes the vendor agreement to implement, certify, and stay current with the latest releases of these standards, so that DDOE is not required to communicate on a standard-by-standard basis the availability and requirement to adopt these standards.

The vendor agrees that all products DDOE purchases will become certified as compliant with any final version of the aforementioned interoperability standards that are applicable to the products procured within six (6) months of the public release of each standard (or specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Solution would not create a security, privacy or accessibility compromise; (b) the standard can be implemented with approximately the same amount of development resource as integration approaches of similar scope and thus does not create an undue financial burden on the vendor; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable.

Data Privacy, Ownership and Protection Information

I. CONFIDENTIALITY, DATA PROTECTION

- A. The vendor shall adhere to the mandates of federal, state, and local ordinances and statutes, and DDOE Policy and regulations, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA) and 15 U.S.C. 6501–6505, with regard to the protection of data made available by the DDOE.
- B. The vendor shall carefully select the personnel entrusted with the data, inform them about all of the legal aspects of data protection, and oblige them to preserve data secrecy. The obligation is to be made on record and evidence of this is to be provided to the DDOE upon its request.
- C. The vendor shall be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of data with appropriate administrative, technological, and physical safeguards. The vendor shall store on encrypted volumes all confidential and sensitive data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted.
- D. Upon request or at the latest, upon the cessation of the contractual relationship between the DDOE and the vendor, all existing data in this context is to be returned to DDOE or is to be irretrievably deleted by the vendor. The deletion shall take place, at the latest, upon the

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expiry of mandatory data protection law periods. Upon request by the DDOE, the deletion is to be confirmed in writing.

- E. In the event a breach of the obligations herein detailed or if indications of such a breach exist, the vendor hereby undertakes to inform the DDOE of that fact without undue delay.
 - F. At the request of the DDOE, the DDOE or its designee may monitor the vendors compliance with the Agreement as it relates to data protection. Such monitoring shall only be available upon the receiver of the data executing a non-disclosure agreement. Additionally, the DDOE agrees it will only request additional monitoring if the third-party assessment (ISO/ICE 27001 certification) fails to provide satisfaction of compliance with the Agreement.
 - G. The vendor must provide clear notice to the DDOE before making any material changes to vendor's privacy policy.
 - H. The DDOE shall be entitled to timely access data and correct data held by the vendor that is factually incorrect in response to a parent/guardian request.
 - I. The vendor can only utilize the student data for the purposes specifically authorized by the DDOE and cannot set up a personal profile of a student unless to support purposes authorized by the DDOE.
 - J. Vendor cannot sell data or use/share data for targeted advertising to students.
 - K. Vendor cannot re-disclose data to sub-contractors, partners, or other third parties unless expressly authorized by DDOE and subcontractors, partners, or other third parties agree to DDOE's Terms of Use.
- II. CONFIDENTIAL INFORMATION BELONGS SOLELY TO THE DDOE. The DDOE's Confidential Information and all other confidential information and data relating to the DDOE's business are the DDOE's exclusive property, and the vendor therefore agrees that:
- A. All notes, data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to the DDOE;
 - B. At all times while this Agreement is in effect, the vendor will keep secret and will not disclose to any third party, take or misuse any of the DDOE's Confidential Information, or any other confidential information the vendor acquires or has access to because of its provision of services;
 - C. At all times while this Agreement is in effect, the vendor will not use or seek to use any of the DDOE's Confidential Information for the vendor's own benefit or for the benefit of any other person or business or in any way adverse to the DDOE's interests;
 - D. On the DDOE's request or on termination of this Agreement, the vendor will promptly return to the DDOE all its property, specifically including all documents, disks or other

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computer media or other materials in the vendor's possession or control that contain any of the DDOE's Confidential Information;

- E. After termination of this Agreement, the vendor will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of the DDOE's Confidential Information; and
- F. The vendor will promptly advise the DDOE of any unauthorized disclosure or use of the DDOE's Confidential Information by any person or entity.

III. The following is also considered applicable:

- A. Ownership. The State's data ("**State Data**," which will be treated by the vendor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- B. Vendor Use of State Data. The vendor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Vendor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for the vendor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

IV. As per the Delaware Department of Technology and Information the following items are also be included:

- A. Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The vendor shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center

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operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request.

- B. Data Protection: Protection of personal privacy and sensitive data shall be an integral part of the business activities of the vendor to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, the vendor shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
 - C. All information obtained by the vendor under this contract shall become and remain property of the State of Delaware.
 - D. At no time shall any data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the vendor or any party related to the vendor for subsequent use in any transaction that does not include the State of Delaware
- V. Upon completion of this contract, if requested, all data will be returned in an agreed upon format that is predetermined at contract signing.
- VI. If the procured product is part of an acquisition or sold off, at the request of DDOE, the contract will be considered null and void.

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Appendix C DEEDS 3.0 Requirements

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1. DEEDS 3.0 ANALYSIS

1.1 INTRODUCTION

“Teaching is more than picking up a bag of instructional tricks at the schoolroom door or learning to mimic the actions of another educator—even a very good one. Good teachers are thinkers and problem solvers. They know when children aren’t learning and can adjust instruction appropriately; they know how to design and use a variety of assessment techniques—not just paper-and-pencil tests; they know how to work with parents to bring out the best in a child; they know that teams of professional educators can transform schools and expect to go about doing it.” Imig, D. G. (1996, June 7). “Not everyone can teach”. USA Today, p. 14A.

The mission of Delaware’s teacher qualification programs is to help educational organizations find such educators – to ensure that we get the best and brightest in their field to instruct the students in our state, from their earliest educational experiences through secondary education (Birth to 12). The programs ensure that educators have the educational qualities and the foundational background to meet the needs of our students and be successful in the classroom.

1.2 EXISTING SYSTEMS

The process of licensing and certifying educators is extremely complex and supported by a system that automates business rules and policy while facilitating the workflow of the licensing and certification process. The Delaware Educator Data System (DEEDS) was originally developed in 1997 and has been significantly modified over the next 19 years to address changing state and Federal requirements for educator licensure and certification. The Delaware Practitioners in Early Childhood system (DPEC) was developed several years later to address similar needs in early education. DPEC was built on the same technical architecture as DEEDS and shares many of the same functions.

The years of modification combined with out-of-date technology have resulted in undocumented systems that are unstable and difficult to maintain. Problems that arise are increasingly difficult to diagnose and address, while enhancing the system to address new requirements is complex and expensive. These problems delay the process of moving quality educators into the classroom as quickly as possible.

DEEDS and DPEC were originally designed as operational systems with reporting needs as a secondary consideration. As a result, meeting the reporting information needs of key stakeholders is a difficult and lengthy process. Today, the system is being asked to do things that it was not designed for and is unable to meet the demands of data-driven management.

1.3 DEEDS 3.0 ANALYSIS PROJECT

The solution to these issues is to re-architect and build a new, integrated system that addresses current and future needs of DEEDS stakeholders, while establishing a more flexible technical framework for future expansion of the

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systems. This DEEDS 3.0¹ Analysis project provides the roadmap for this new system, and provides the details needed to build the business case and solicit State and Federal funding for future project phases.

This document presents the results of an eight-month effort to document the existing systems, understand the management expectations for the integrated DEEDS and DPEC system to meet current and future needs, and map a path from the existing system to the new one.

This document addresses both functional and technical requirements at a high level. Technical requirements address the architecture necessary to meet the critical design objectives. Functional requirements were developed by completing a functional decomposition of the work supported by DEEDS and DPEC, breaking these functions into discrete activities, and documenting requirements for these activities. Using the existing systems as a starting point, each feature was evaluated to determine how it should best be migrated to the new architecture and how it must be enhanced or modified to meet the design objectives.

Requirement discovery involved extensive user involvement in individual and group sessions. Requirements are documented in narrative form supplemented, as appropriate, with diagrams and wireframes.

¹ In this document, 'DEEDS 3.0' is used to identify the future DEEDS application. 'DEEDS' refers to the original application that was completed in 1997 and still in use today. 'DEEDS 2.0' refers to an interim application which works as a companion to DEEDS. DEEDS 2.0 contains a sub-set of DEEDS functionality but uses current tools and technologies. Lessons learned thorough the work on DEEDS 2.0 were used to inform the approach and cost estimates for DEEDS 3.0.

2. DEEDS 3.0 REQUIREMENTS

2.1 DEEDS 3.0 CRITICAL DESIGN OBJECTIVES

Early in the project, the project team conducted a series of stakeholder engagement sessions with the Teaching and Learning Effectiveness Branch (TLEB) and the Office of Early Learning (OEL) to develop a consensus around the key factors that would make the new system successful. This resulted in the identification of three critical design objectives that provided a guide for the work of analysis of future requirements:

1. **Built for Change** – DEEDS 3.0 will be designed for flexibility and ease of use, allowing program managers to make changes in response to external requirements and management priorities without the need to use highly technical resources. The system will allow business rules to be changed and workflow to be modified without custom programming.
2. **Inform the Process** – DEEDS 3.0 will easily respond to the information needs of school, district and DOE staff, largely without the need for custom reporting and technical analysis. The system will incorporate a 'Dashboard' that allows system managers to monitor the performance of the process on a routine basis.
3. **Highly Integrated** – Much of the data needed to support operations and management of licensing and certification comes from outside sources, such as the student information system (eSchool), the human resource system (PHRST), and external programs. DEEDS 3.0 will include reliable and timely interfaces with these systems that permits accurate integration of relevant information about educators and their employment.

2.2 TECHNOLOGIES AND TECHNIQUES

Fundamental to DEEDS 3.0 is development of new features, and migration of existing ones, using modern technologies and methodologies. This is necessary to maximize development productivity and reduce the long-term cost of system maintenance and enhancement. At the time of this writing, technologies and techniques in use by the Delaware Department of Education includes:

- Scrum for agile software development and management
- FogBugz from DevFactory for sprint management and defect tracking
- Git (open source) for version control and source management
- SQL Server (2008R2 or 2016) from Microsoft for database management
- Team city from Jet Brains for integration and build deployment
- ASP.NET MVC, jQuery, RequireJS for application development

These technologies and techniques must be reviewed with the DOE technology group prior to the start of the development project and updated as appropriate.

2.3 REQUIREMENTS OVERVIEW

A functional overview of DEEDS 3.0 is shown graphically below and is described in more detail in the remainder of this section. **Figure 1 - Overview of DEEDS 3.0 Components**, describes the new system in three functional areas: Core

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processing (DEEDS Core), utility functions and features that support the core processing, and a technical infrastructure upon which the core processing and utility functions are built.²

The balance of this document provides the high-level requirement details for each of these functional areas.

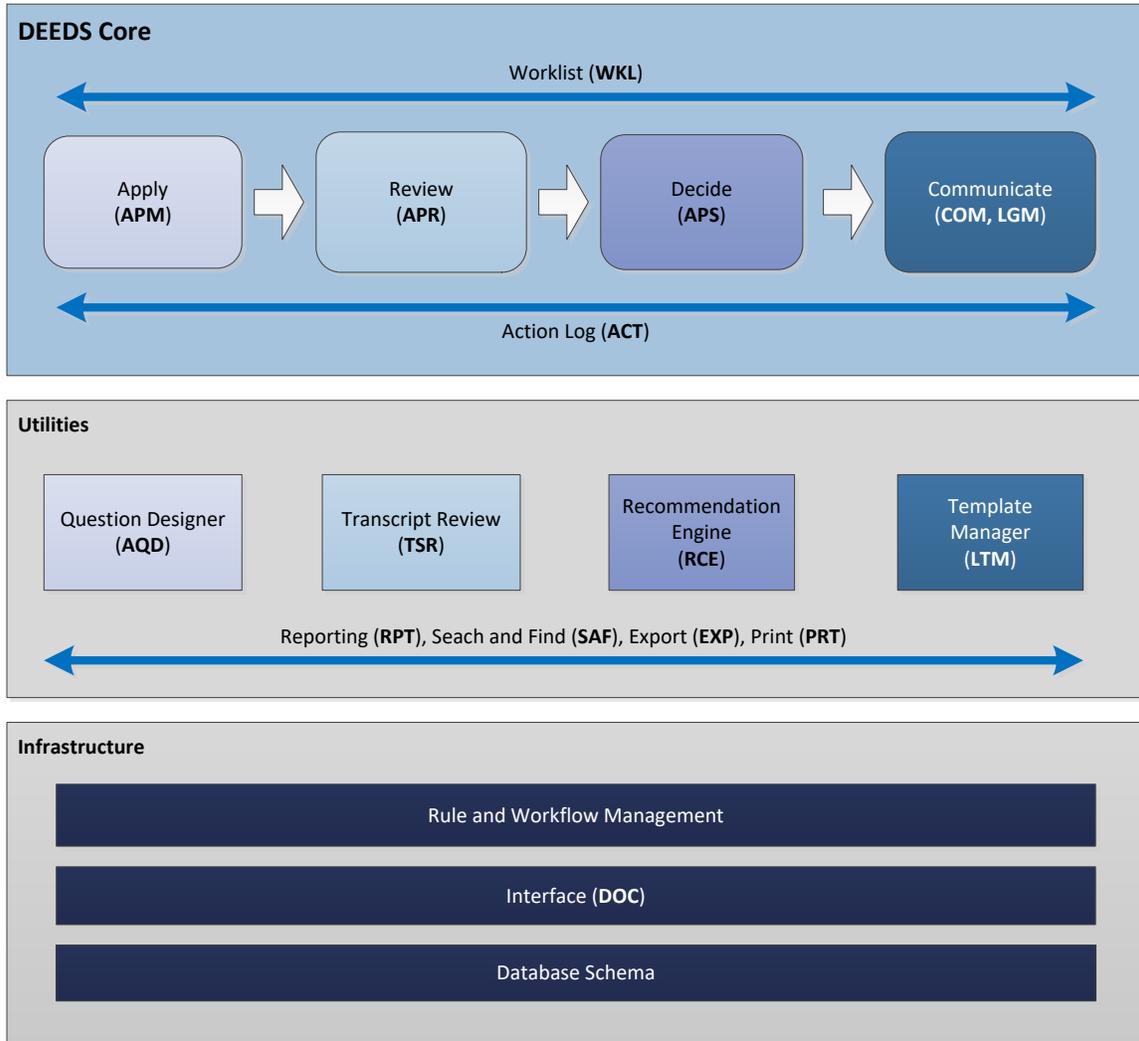


Figure 1 - Overview of DEEDS 3.0 Components

² One high level requirement of the new system is to migrate existing DEEDS functionality to current technologies and a companion document (DEEDS matrix.xls) provides a comprehensive inventory of existing components and functionality. The DEEDS matrix is described in more detail in Attachment A – Existing System Inventory and is included as Appendix D to the RFP.

2.4 CORE FUNCTIONS

The DEEDS Core functions are those most directly related to the work of current DEEDS and DPEC staff, such as, applying for a license, certification, or permit; internal review of the application; making and documenting a decision on the application, and communicating the results. There are also two core functions that support management of the application process – The worklist, a tool for tracking upcoming activities and focusing the user on the most important work to be done, and the Action sheet, designed to allow a user to quickly find information about historical activities.

APPLY (APM)

DEEDS application process allows educators to apply for a license, certificates and/or permits through the DEEDS public website, and pay the associated fees. Once submitted, the Application Management (APM) feature in the DEEDS desktop application allows the staff to create, update, delete and track the application. The DEEDS application process is iterative in that an application can be visited numerous times by the staff until it can be processed. Other areas are addressed here such as salary increments and stipends based on the applicant's education level or experience. Many of these functions are shared between DEEDS and DPEC.

Paper copies of documents are no longer maintained by DEEDS/DPEC. All documents related to Educators/Applicants are scanned and stored electronically. A copy of every scanned document is stored in the DEEDS database and a copy of the document is also categorized, tagged and indexed in Docushare which is a document management system.

Currently DEEDS and DPEC use Xerox Scanners which help the Licensure & Certification team to scan incoming documents from Universities and School Districts and automatically tie these documents to an Educator.

The scanner is hooked up to the DEEDS/DPEC database which makes it easy to find Educators and Applicants by last name and last four digits of SSN and associate the scanned document to their account. The scanner allows the person who is scanning to categorize, tag and index the document.

All scanned documents are displayed in DEEDS/DPEC for review. This makes it very easy to consolidate and view all documents for an Educator/applicant in one place.

This is a key utility which must be supported in DEEDS 3.0

3.0 Requirements

The application management functions will be migrated to new technology in the 3.0 version, including a few features developed for version 2.0. In addition, the application process will be enhanced through a new Application Question Designer (AQD) utility in version 3.0 that will allow DEEDS program staff to create and maintain the questions used for screening applicants (see DEEDS Utilities Functions – Application QUESTION DESIGNER (AQD)).

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REVIEW (APR)

DEEDS Application Review (APR) process enables the user to review test scores, student teaching, mentoring, employment history as well as various other data and documents necessary to determine if the applicant has met all the criteria required. The reviewer also has access to the applicant's out of state certificates and criminal information if any. Some of the information may come from external documents that are scanned into the educator's record.

3.0 Requirements

Application review functions will be migrated to new technology in the 3.0 version, including a few features developed for version 2.0 as well as some new features. The Evidence Evaluator displays a list of individual application requirements, the status of the requirements are indicated using checkboxes and the entire list can be emailed to the educator and LEA. A deficiency report would be a summary report for all educators including the data shown above.

The Override function would allow staff to modify requirements from standard rule sets so as to build a "custom" application unique to an applicant. This would allow the staff the ability to create customized plan outside of the standard ruleset.

In addition, the application process will be enhanced through a new Transcript Review (TSR) utility in version 3.0 that will automatically match credential requirements to electronic transcripts and present the results to the reviewer. (see DEEDS Utilities Functions – Transcript Review).

DECIDE (APS)

DEEDS Application Status (APS) feature allows the staff to decide and update the status of the application for the license or certificate. If approved, the credential will be issued or renewed, otherwise it may be denied, suspended or revoked. The historical status and documents of the license and certificate needs to be maintained and viewable from the public website. Many of these functions are shared between DEEDS and DPEC.

3.0 Requirements

Application status functions will be migrated to new technology in the 3.0 version, including a few features developed for version 2.0. In addition, the application process will be enhanced through a new Recommendation Engine (RCE) utility in version 3.0 that will consolidate all results from the application process and present them to program staff for final review and disposition (see DEEDS Utilities Functions – Recommendation Engine).

COMMUNICATIONS (COM, LGM)

DEEDS communications functions allow a user to create, update and retrieve letters that may be sent to applicants informing them of the status or disposition of their application. Letters are generated from templates created by developers based on user needs, and may be prepopulated with available applicant and application data. DEEDS

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currently auto-issues reminder letters based on date and requirements, for example renewal reminders. A copy of all emails and letters should be archived historically (even when updating). Many of these functions are shared between DEEDS and DPEC.

3.0 REQUIREMENTS

Communications functions will be migrated to new technology in the 3.0 version, including features developed for version 2.0 as well as a new feature for Internal Messaging. DEEDS must provide functionality to facilitate communications between applicants and staff. All of these communication events are also documented in the action log. DEEDS must further allow for communication events to be created as an action item for follow up.

In addition, communications will be enhanced through a new Letter Template Management (LTM) utility in version 3.0 that will give program staff the ability to create and maintain letter templates. (see Utility Functions – Template Manager). Letter, as sent, should be archived in the educator’s file.

Action Log (ACT)

The DEEDS Action Log (ACT) functions provides lists of items automatically captured in the system as well as manually added by reviewer. The action sheet includes all the certificates with the status of each one along with the date, author and comments. Whereas, the activity log displays a specific certificate and the type of activity such as application completed, letter sent, issue certificate. These logs provide a history of the application record and audit trail as necessary. Many of these functions are shared between DEEDS and DPEC.

3.0 Requirements

The existing action log functionality will be migrated to new technology in the 3.0 version. Updated functions such as print and search should be added to this log.

WORKLIST (WKL)

DEEDS Worklist (WKL) contain many different types of certificate applications, or else reflect a distinct processing characteristic of the applicant. For example, the Plus or Salary Increment certificate is a credit application, when approved, provides eligibility for a salary increase for the educator, based on graduate level coursework. Worklists are a critical function within the system, which categorize the view of applications from which the Licensure and Certification team can prioritize work. However, a number of worklist-related problems have been identified that decrease their usefulness in current state.

3.0 Requirements

Worklists in the existing system are manually created by system developers and any changes to the worklists become a new development effort. In DEEDS 3.0, worklist creation and maintenance will be supported by a new ‘Worklist Manager’.

The Worklist Manager allows a user to create a new custom worklist or modify an existing one by selecting one or more characteristics of work items (licenses, certificates, permits, salary increments, stipends, clock hour approvals, mentoring, etc.), such as certificate type, license type, increment type, associated school district, status of the request, whether the applicant currently has a license, or the age and priority of the request. Any

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characteristic of a request can be used to construct a worklist and the worklist can be named and saved for easy retrieval as required. The fixed worklists of the current DEEDS and DPEC systems will be migrated to the new Worklist Manager architecture in DEEDS 3.0. Utility Functions

2.5 UTILITY FUNCTIONS

The utility functions are features of DEEDS 3.0 that automate manual and highly technical activities. They are designed to improve the efficiency of processing credential requests while increasing productivity and transparency.

QUESTION DESIGNER (AQD)

The existing system uses a series of questions to screen applicants to ensure that they meet basic requirements for a credential and to identify next processing steps. However, the questions and question sets require technical skills to create, update and maintain. The purpose of the 'question designer' is to give DEEDS program staff the ability to maintain these questionnaires.

The question designer includes a question database and the ability to link questions to one or more credentials, and to link questions into a sequence or question 'script'. DEEDS 3.0 will then be able to execute this script, record the results, and provide feedback to the applicant. A complete set of wireframes for the question designer can be found in ATTACHMENT C – QUESTION DESIGNER WIREFRAME.

TRANSCRIPT REVIEW (TSR)

In the current DEEDS system, transcript evaluation is a manual process that requires program staff to review a hard copy or PDF version of the transcript. Critical information includes educator identifiers such as name, partial Social Security, and date of birth. Academic identifiers include completed degrees, academic majors, academic minors, NCATE/CAEP approved programs, grades, student teaching/practicum/internship, course work and grade level, and graduation or conferral dates.

DEEDS 3.0 envisions that transcripts from Delaware institutes of higher learning will be received as data of individual degrees and course completion that will undergo an automated review by the 'rules engine'.³ The purpose of the Transcript Review function is to present the results of this automated transcript analysis to program staff for review, modification and approval.

A key component of this function is a crosswalk that maps individual courses that appear in the transcripts to individual rules for a credential. The result of this function is a database used by the rules engine to analyze transcripts as they are received.

As shown Attachment B the transcript review presents rules engine results, identifying which degrees and courses have been mapped to which credential rules. This feature will optionally allow the user to review the source data, and PDF (if available), and allow them to review, modify and accept the results. This feature will also allow the user to generate and send a needs letter if there is any additional information required.

³ See Infrastructure Enhancements – Rules and Workflow, later in this document.

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RECOMMENDATION ENGINE (RCE)

The recommendation engine and presentation is similar to the Document Review function found in the existing system. The purpose of this feature is to present all the results from the rules engine to program staff for final review and action.

As shown in Attachment E – Recommendation Engine, the new feature will present all requirements and all evidence that requirements have been met for the credential applied for. In addition, the engine will identify any other credential requirements that have been satisfied by the submitted evidence.

The user will be able to accept, reject or modify the recommendation made by the system and initiate communications with the applicant about the results.

TEMPLATE MANAGER (LTM)

Like the Question Designer, the Template Manager makes management of letter templates a user function. As shown in Attachment F – Template Manager Wireframe, the Template Manager allows a user to create a form letter from scratch or by copying (cloning) an existing letter prior to modification.

The template is created by dragging and dropping pre-defined tags at appropriate spots in the letter and allows the user to enter and maintain boilerplate text as appropriate. The results are saved to a template database that is available to a letter generation function that will create the letter, substituting database values for the pre-defined tags. The result can be sent via email as a pdf attachment or printed for mailing. Letter generation can be initiated on demand or automatically, based on user-defined criteria.

SEARCH AND FIND, EXPORT, PRINT (SAF, EXP, PRT)

In the DEEDS legacy system, search and find, export and print are independent functions that appear throughout the application. In DEEDS 3.0, these will become universal functions built upon features developed for the 2.0 version of DEEDS. These functions will be written once and used throughout DEEDS 3.0 with a consistent look, feel and behavior.

The search feature from DEEDS 2.0 is shown in **Figure 2 - Universal Search**. The search function will match any set of characters in any field. In this example, a worklist is filtered to show only incomplete items for the Christina School district by entering the search terms 'chris' and 'inc'.

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Search: chris inc

District	Has License	Last Transcript Recvd	Returned to District	Status	Reason	Create Date
CHRISTINA	Yes			Incomplete		12/28/2016
CHRISTINA	Yes			Incomplete	Send Official Transcripts	2/12/2016
CHRISTINA	Yes			Incomplete	Send Official Transcripts	2/3/2017

Figure 2 - Universal Search

As shown in **Figure 3 - Export, Copy and Filter**, all tabular displays in DEEDS 3.0 will also have standard buttons to export data from a table to Excel for further analysis, manipulation and printing, a button to copy the contents of the table to the clipboard, and the ability to change 'Column Visibility' to filter a table to include only the columns needed for review. An additional function for 'Print' will be added, and will create a formatted HTML rendition of the information currently selected in a table. This output can be printed or saved as a PDF document.

Excel		Copy		Column Visibility		
Select	Action	ApplicantId	ApplicationId	Assigned	Approval Date	Education Level
<input type="checkbox"/>					2/2/2017	Masters Degree + 45
<input type="checkbox"/>					11/10/2016	Masters Degree

Figure 3 - Export, Copy and Filter

In addition to searching in tabular displays, the DEEDS application provides the ability to search for an educator and retrieve all of their associated records. This person search functionality, shown in **Figure 4 – Find an Educator**, is currently included in DEEDS 2.0 and will be migrated to DEEDS 3.0.

Find an Educator

Name: SSN: DOB: Email:

Show: entries Search:

SSN	SSO	Emp	Type	Name	Gender	DOB	Email
No data available in table							

Showing 0 to 0 of 0 entries

Figure 4 – Find an Educator

REPORTING (RPT)

Like most of the existing system, DEEDS reports were developed over time by a variety of developers for varying purposes. As a result, a large number of the current reports are unused and most of them need to be evaluated to see if they continue to address management and operational requirements.

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In DEEDS 3.0, it's also expected that a significant number of current and future reporting requirements will be satisfied by new system features, such as the Worklist and Action Log in combination with the search, export and print functions, making traditional reports unnecessary. These new reports will be designed and developed for use in the Education Insight Reports Portal. In addition, we need the ability for canned reports and ad hoc reporting for state and local education agency customers. Any data field in the system should be available for reporting.

Proposed enhancement to include tracking of higher education students and their progress toward certification.

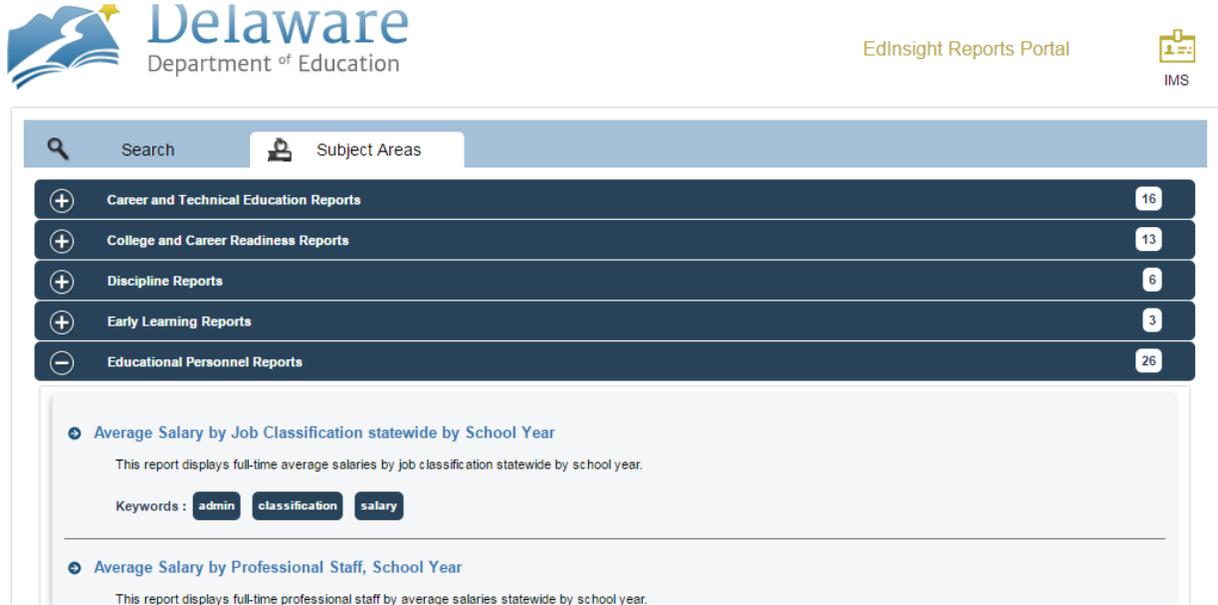


Figure 5 - EdInsight Reports Portal

2.6 INFRASTRUCTURE ENHANCEMENTS

RULES AND WORKFLOW

The Rules and Workflow subsystem is a critical feature of DEEDS 2.0 that directly addresses the “Built for Change” design objective. The purpose of this subsystem is to allow DEEDS and DPEC program managers to quickly respond to regulatory changes and management priorities while automating as much of the credentialing process as possible.

This subsystem has three main components, shown graphically in Figure 1 and described below:

- The **Rules Manager** and associated rules database, which allows program managers to easily create and maintain the relationship between the credentials (license, certificate or permit) controlled by DEEDS or DPEC, the qualifications for each credential, and the evidence required to document the qualification. Another component of the Rules Manager is the Qualification Form Builder. The form builder allows program managers to build a database of qualifying questions and associate these questions to specific credentials. The user interface uses this information to present and collect responses to these qualifying questions from educators wishing to apply for a credential.
- The **Rules Engine**, which evaluates submitted evidence by program staff, educators or through an external interface to determine if one or more qualifications have been satisfied. Events that initiate the rules engine process include such things as the submission or update to an application, electronic receipt of PRAXIS scores and transcripts, and communications from an educator.
- The **Workflow Manager**, which uses Rule Engine results to determine what action needs to be taken next, who needs to do it, and who needs to know about it. The action can be communicated through the addition of items to a worklist, sending an email or creating a system alert that will be presented to a user the next time they login to DEEDS. The purpose of the workflow manager is to automate as much of the credentialing process as possible, and to help program staff to focus on high-priority, actionable items.

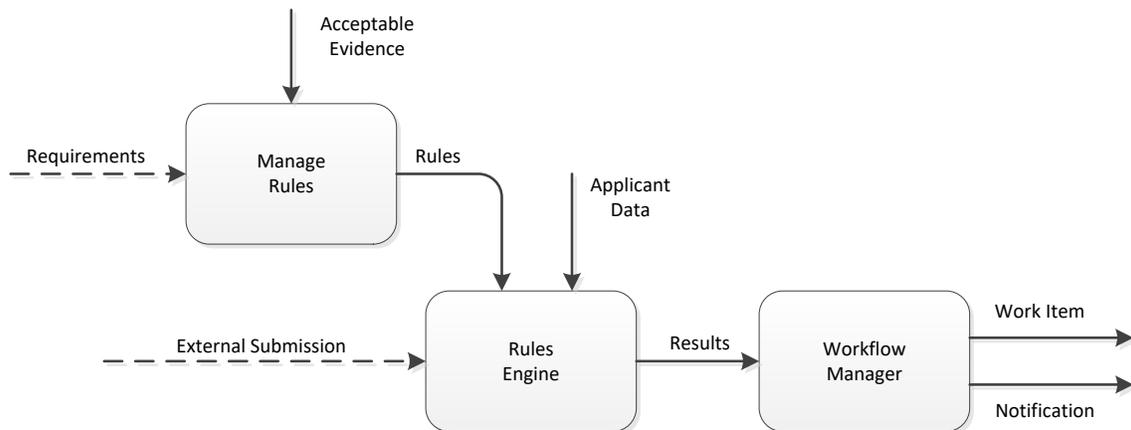


Figure 6 - Rules and Workflow

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RULES MANAGER

Figure 2 contains a visual overview of how the rules manager might work. The rules manager provides a single interface to define rules, identify the forms of evidence required to satisfy the rule, group rules commonly used together into 'rule sets', and link rule sets to the credentials defined in regulation.

The mockup shows three distinct sections for managing rules and credentials:

- Rule Manager:** Includes fields for Rule ID# (2000), Rule Name (In-state undergraduate degree in area), and Rule Description (DE requires undergraduate degree in...). It features a 'Type of Evidence' dropdown menu with options like 'In-State Transcripts', 'OOS Transcripts', 'Test Scores', 'Employment', 'Teacher Prep', 'Clock Hours', 'License', and 'Certificate'. An 'Evidence (choose one)' section allows selecting a specific transcript (e.g., 'University of Delaware transcript') with 'OR' and navigation buttons. A 'SUBMIT' button is at the bottom.
- Ruleset Manager:** Includes fields for Ruleset ID# (1030) and Ruleset Name (Early Childhood Teacher). The Ruleset Description is 'In-state undergraduate degree in area, PRAXIS II'. The 'Select Rules Available' section shows a list of criteria such as 'In-state undergraduate degree in area', 'Ed Prep Program', 'Student Teaching', '91 Days Professional Growth', '3 years experience', 'OOS Undergraduate Degree in area', 'Undergraduate Degree in any Field', and 'ARTC / MPCP Program'. A 'Passing PRAXIS II Score' is also selected. An 'AND' button is used to combine these. A 'SUBMIT' button is at the bottom.
- Map Credential to Ruleset:** Includes fields for Reg # (1520) and Certificate (Early Childhood Teacher). The 'Select Ruleset Available (choose multiple)' section shows a list of rulesets like '1090: Two years of college studies', '1100: Associate's degree', '1120: HS diploma, ParaPro', '1130: HS diploma', '1140: OOS undergrad degree in area, coursework', '1180: OOS grad degree in area, 3 years experience', '1200: OOS grad degree in area, 3 years experience', '1210: In-state degree in area, 3 years experience', '1230: In-state degree in area, internship', and '1240: Grad degree any field, coursework, 3 years'. On the right, a list of credentials is shown, including '1000: DE std, PRAXIS II', '1001: OOSC', '1010: ARTC, PRAXIS II', '1020: OOS undergrad degree in area, PRAXIS II', '1030: In-state undergrad degree in area, PRAXIS II', '1040: OOS grad degree in area, PRAXIS II', '1050: In-state grad degree in area, PRAXIS II', '1060: Undergrad degree in any area, PRAXIS II', '1140: OOS undergrad degree in area, coursework', and '1721: OOS undergrad degree in area, 15 credits'. An 'OR' button is used to map rulesets to credentials. A 'SUBMIT' button is at the bottom.

Figure 7 - Rules Manager Mockup

The results of the rules manager are stored in the DEEDS database and used by the Rules Engine to evaluate documents submitted by educators or received through a system interface.

EXISTING SYSTEM

The existing DEEDS system does not incorporate many of the features envisioned for the future, but the rules and workflow functionality is fragmented across several jobs that run at different intervals and respond to different inputs. In addition, very little of the rules and workflow functionality found in DEEDS is available in DPEC.

While the DEEDS application does not have a way to manage individual transcript courses, this functionality is available within the EdInsight Data Warehouse. The EdInsight Data Warehouse currently receives and manages transcript course data from in-state higher education institutions for all Delaware high school graduates. The challenge for DEEDS 3.0 will be to make this functionality available to the Rules Engine.

DEEDS and DPEC currently contain a multitude of worklists supporting functions from emergency certifications to salary increments, to review of incoming email and PDF documents. However, there is a great deal of duplication in worklists and the worklists have not been maintained to support current requirements. Many worklists contain hundreds of items and provide little guidance to focus a user on highest priority tasks.

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In DEEDS 3.0, when a ruleset is deleted or modified a snap shot of the ruleset should be maintained in the history table for future reference. When a license or certificate is issued, the system will maintain information about the unique ruleset associated with that issuance.

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EXTERNAL INTERFACES AND REPORTING

Reporting and Interfaces are closely related in DEEDS since much of the reporting is dependent upon data received from external sources. The reporting itself can be classified in two main categories:

- **Operational Reporting** that uses DEEDS and external information for such things as review and approval of applications for licensure and certification, identifying processing logjams, and monitoring workflow and workload patterns.
- **Analytic Reporting** is used strategically to more broadly monitor the health of the system, and looks at such issues as supply and demand for teacher in Delaware and understanding the characteristics and performance of the Delaware educational workforce.

EXISTING SYSTEMS

Figure 8 - Existing Interface and Reporting Flow, provides an overview of the current interface and reporting process. External data is collected on a routine basis to collect educator data from systems such as PHRST (HR Data), eSchool (assignment data), and the DOE Identity Management System. Educator test results are received from the Educational Testing Service (ETS) as well as Pearson, and information about credential revocation is received from the National Association of State Directors of Teacher Education & Certification. An overview of current and planned system interfaces is shown graphically in ATTACHMENT G – EXISTING AND PLANNED INTERFACES.

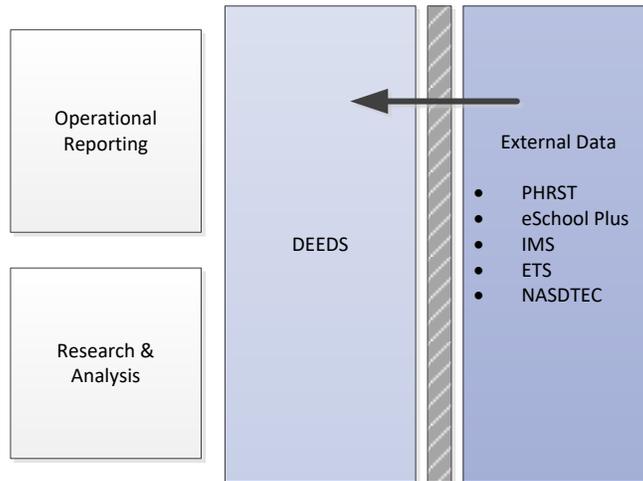


Figure 8 - Existing Interface and Reporting Flow

Custom programs exist to extract data from the individual sources, transform it as needed for uniformity, and load the data into tables within the DEEDS database. This data is then available for reporting through display within the DEEDS system, through DEEDS reports, or through custom queries and extracts.

Like most of DEEDS, the interface and reporting subsystems were developed over time and tend to be fragmented and, especially for reports, there is a lot of redundancy in how data is collected, summarized and reported. These differences in reporting have resulted in reported results not being trusted by the users and reports falling into disuse.

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Individual interfaces have been problematic because there is no way to reliably relate educator records in one external system with related records in another. While PHRST is both a human resource and a payroll system, data is entered into PHRST primarily to meet the needs of payroll and in accordance with the payroll calendar.

This often results in a lag between when an educator is working in the system as a teacher and when their data is available in PHRST.

HIGH-LEVEL REQUIREMENTS

In the future, there is a need to expand data interfaces and reporting capabilities for this data to include subject areas such as educator preparation, transcripts (both data and images), new assessments and data from the National Student Clearing house. To do this successfully, the problems with the current process must be addressed.

One way to approach future interface and reporting requirements is to move to a new architecture that leverages the capabilities of the Education Insight Data Warehouse. **Figure 9 - Data Integration and Reporting from the Warehouse**, shows how the approach would change using the Data Warehouse approach.

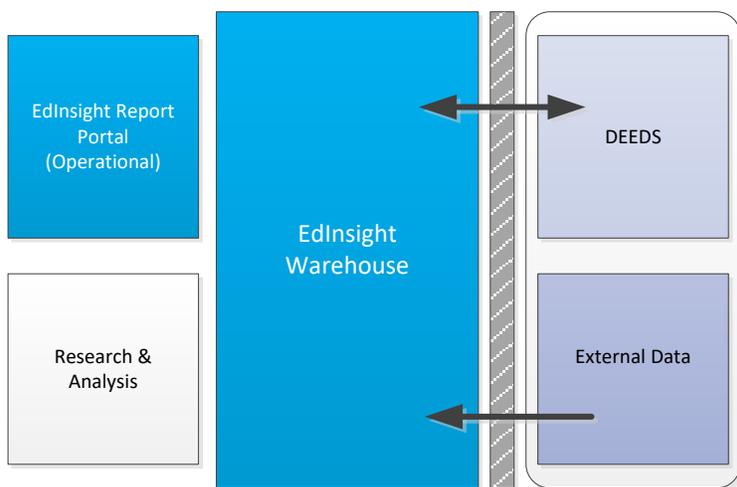


Figure 9 - Data Integration and Reporting from the Warehouse

In this scenario, all external data used by DEEDS, which is not currently in the warehouse, would be added to the warehouse. In addition, DEEDS data needed would be added to the warehouse to the extent that it doesn't exist already, and external data needed in DEEDS 3.0 would be extracted from Warehouse structures and loaded to DEEDS. All routine reporting would be moved to the EdInsight Report Portal while custom reports and extracts for research and analysis would be done from the Warehouse.

Benefits of moving to the Warehouse:

- Many of the data sets of interest to DEEDS have already been integrated in the Warehouse, including eSchool, PHRST, DEEDS and IMS. The integration issue has already been solved for these data sets and using the warehouse will reduce the effort of developing and integrating external data for DEEDS 3.0.

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- Currently included in the Warehouse are other external data sets that could be beneficial to DEEDS, including a wide variety of data from Delaware Institutes of Higher Education, course-level transcripts from these organizations, and records from the National Student Clearinghouse.
- The EdInsight Warehouse includes a sub-system (the Master Person Index or 'MPI'), which is used to associate and integrate information about students coming from disparate external sources. The MPI can be adapted to do the same for educator records.
- The EdInsight Warehouse is the standard, supported technology for integration and reporting of educational data by DOE. DEEDS will be moving to this standard and leveraging the existing Warehouse support infrastructure.
- The EdInsight Reports Portal is the standard, supported technology for reporting of warehouse data, which includes a user-friendly reports interface and tools for the rapid creation of new reports.

1 ATTACHMENT A – EXISTING SYSTEMS INVENTORY

A companion document to this reports is the existing systems inventory (DEEDS matrix.xlsx), which provides a comprehensive inventory of existing functionality that must be addressed in the new system. The inventory is included in RFP Appendix D – Existing System Inventory. The inventory is intended as a reference document for the discovery phase and this Attachment provides an overview of that spreadsheet that includes five tabs as explained below.

1. The Desktop Inventory tab includes a list of the current and potential components needed to accept, track and store various types of data and documents that are needed for the DDOE staff to complete the application process.
 - The core functions allow users to review, manage and update the status of the application.
 - The utilities functions allow users to search for specific educators or documents or track information from standard reports.
 - The infrastructure functions allows data to automatically get pulled into DEEDS to review test scores, transcripts, and experience to name a few.
2. The Portals and Website Inventory tab includes a list of functional requirements for each of the portals. This will allow the DDOE, Local Education Authorities (LEAs), Charter Schools, and Delaware Institutes of Higher Education (IHEs), and educators the ability to view and manage PreK-Adult Education educator data.
3. The Example Application Questions tab includes a sample of the questions that a user currently goes through when applying for a Middle Level Mathematics Teacher. In the new system, we would like to see this process streamlined and made more user friendly.
4. The Ruleset tab provides one example of the requirements and path options to become a Middle Level Mathematics Teacher.
5. The Structure tab contains the list of license and certificate options available, along with the area of certification, standard rules and requirements and the type of programs available for alternative routes to certification.

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2 ATTACHMENT B – WORKLIST WIREFRAME

Worklist Manager Search

Worklist Manager

Submit
Save
Save As

Worklist Name:

Application Date:

Age:

Priority:

License:

License Type:

Area:

Certificate Type:

Application Type:

Document Type:

Program Type:

School District:

School:

Person:

Status:

Manage Worklist:

Worklist Functions:

Indicators:

SAT Required

SAT Passed

SAT Received Scores

ACT Required

ACT Passed

ACT Received Scores

GRE Required

GRE Passed

GRE Received Scores

PRAXIS I Required

PRAXIS I Passed

PRAXIS I Received Scores

PRAXIS I Passed (Composite Scores)

PRAXIS II Required

PRAXIS II Passed

PRAXIS II Received Scores

PRAXIS II in Area Required

PRAXIS II in Area Passed

PRAXIS II in Area Received Scores

ETS - PPAT Required

ETS - PPAT Passed

ETS - PPAT Received Scores

Pearson - edTPA Required

Pearson - edTPA Passed

Pearson - edTPA Received Scores

Group By

License

License Type

Area Type

Certificate Type

Application Type

Document Type

Program Type

School District

School

Subgroup By

License

License Type

Area Type

Certificate Type

Application Type

Document Type

Program Type

School District

School

Search Results

District: CAPITAL (4 items)												
Name	SSN	Has License	Pending EM	Program	Program Dates	Last Transcript Recvd	PDF Transcript	Completion Letter	Passed P1	Recommendation Letter	P2 In Area	Position
[REDACTED]	[REDACTED]	Yes	No	ARTC	06/06/2015 -	WILMINGTON UNIVERSITY - 11/12/2015 - Graduate-level Coursework	Wim Univ GC 8/10/15		[REDACTED]		Yes	Teacher, Middle, Science
[REDACTED]	[REDACTED]	Yes	No	ARTC	08/28/2014 -	MONTANA STATE UNIVERSITY - BOZEMAN - 01/15/2016 - Bachelor	Montana State Univ bach 12/20/15		[REDACTED]		Yes	Teacher, Secondary, Biology
[REDACTED]	[REDACTED]	Yes	No	ARTC	07/10/2015 -	UNIVERSITY OF DELAWARE - 12/10/2015 - Bachelor	Univ DE bach 7/13/15		[REDACTED]		Yes	Teacher, Secondary, Biology
[REDACTED]	[REDACTED]	Yes	No	ARTC	10/13/2015 -	UNIVERSITY OF DELAWARE - 09/17/2015 - Bachelor	Univ of Delaware Bach tx 9/11/15		[REDACTED]		Yes	Teacher, Secondary, Spanish

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Worklist Manager

Submit Save Save As

Application Date To From

Age

Priority

License

License Type

Area

Certificate Type

Application Type

Document Type

Program Type

20

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School District	Capital	Capital		
School	Central Middle School	ALL Academy of Dover Advo Serve Alonso Appoquinimink Aspira Academy Brandywine Brandywine Childfind Caesar Rodney Campus Community Cape Henlopen Capital Charter School of Wilmington	Central Middle School ALL Booker T. Washington Elementary East Dover Elementary Fairview Elementary Harty Elementary North Elementary South Elementary Towne Point Elementary William Henry Middle School Central Middle School Kent County Community School	
Person	Last Update By	Last Updated By		
Status	Incomplete	ALL Assigned To Finalized By Last Updated By		
Manage Worklist	Share	Incomplete ALL Pending Incomplete Hold (needs letter) Approved Queued for Automation Pending Approval	Share ALL Create Edit Delete Save As (Clone) Share	
Worklist Functions	Print		Print ALL Sort Order Select Columns Export Print	
Indicators	Test ALL Teaching Experience Test Employment Other	Tests <input type="checkbox"/> SAT Required <input type="checkbox"/> SAT Passed <input type="checkbox"/> SAT Received Scores <input type="checkbox"/> ACT Required <input type="checkbox"/> ACT Passed <input type="checkbox"/> ACT Received Scores <input type="checkbox"/> GRE Required <input type="checkbox"/> GRE Passed <input type="checkbox"/> GRE Received Scores	<input type="checkbox"/> PRAXIS I Required <input checked="" type="checkbox"/> PRAXIS I Passed <input type="checkbox"/> PRAXIS I Received Scores <input type="checkbox"/> PRAXIS I Passed (Composite Scores) <input checked="" type="checkbox"/> PRAXIS II Required <input type="checkbox"/> PRAXIS II Passed <input type="checkbox"/> PRAXIS II Received Scores	<input checked="" type="checkbox"/> ETS - PPAT Required <input type="checkbox"/> ETS - PPAT Passed <input type="checkbox"/> ETS - PPAT Received Scores <input checked="" type="checkbox"/> Pearson - edTPA Required <input type="checkbox"/> Pearson - edTPA Passed <input type="checkbox"/> Pearson - edTPA Received Scores
		Teaching Experience <input checked="" type="checkbox"/> Under-Graduate Degree <input checked="" type="checkbox"/> Teachers Prep Program		
	Employment <input checked="" type="checkbox"/> Employed?	District ALL	School ALL	
	Other <input checked="" type="checkbox"/> Valid Out-of-State Educator <input checked="" type="checkbox"/> Credential <input type="checkbox"/> Meritorious Teacher <input type="checkbox"/> Candidate <input type="checkbox"/> ARTC Candidate			

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Worklist Manager

Worklist Name:

Application Date:

Age:

Priority:

License:

License Type:

Area:

Certificate Type:

Application Type:

Document Type:

Program Type:

School District:

School:

Person:

Status:

Manage Worklist:

Worklist Functions:

Indicators:

- SAT Required
- SAT Passed
- SAT Received Scores
- ACT Required
- ACT Passed
- ACT Received Scores
- GRE Required
- GRE Passed
- GRE Received Scores
- PRAXIS I Required
- PRAXIS I Passed
- PRAXIS I Received Scores
- PRAXIS I Passed (Composite Scores)
- PRAXIS II Required
- PRAXIS II Passed
- PRAXIS II Received Scores
- ETS - PPAT Required
- ETS - PPAT Passed
- ETS - PPAT Received Scores
- Pearson - edTPA Required
- Pearson - edTPA Passed
- Pearson - edTPA Received Scores

Group By

- License
- License Type
- Area Type
- Certificate Type
- Application Type
- Document Type
- Program Type
- School District
- School

Subgroup By

- License
- License Type
- Area Type
- Certificate Type
- Application Type
- Document Type
- Program Type
- School District
- School

3 ATTACHMENT C – QUESTION DESIGNER WIREFRAME

The wireframe shows the 'Question Bank Manager: (AQM)' interface. At the top right, there are 'Save' and 'Save As' buttons. Below the title is a 'Question List' section with an 'Add New' button. The list contains seven questions, each with 'Edit', 'Delete', and 'Clone' action buttons. The questions are:

- Do you already hold a Delaware Standard Certificate in another area?
- Do you hold a current and valid full certificate from a state other than Delaware in Secondary Mathematics Education?
- Are you currently enrolled in the Delaware Alternative Routes To Teacher Program (such as with the University of Delaware or Teach for America)?
- Do you hold a bachelor's or graduate degree from a regionally accredited college or university?
- Which of the following do you hold?
- From which school did you receive your bachelor's degree?
- Did you or will you complete the Delaware student teaching requirement through an approved teach education program?

Below the list is the 'Enter the new question' section with 'Save' and 'Save As' buttons. It includes a text input field for the question: 'Is your latest degree a bachelor's degree or a graduate degree?'. A dropdown menu for 'What type of question?' is set to 'Radio button', with options: Radio button, Multiple Choice, Radio button, Text numeric, and Text alpha numeric. The 'Is this mandatory?' checkbox is checked 'Yes'. 'How many choices?' is set to '2'. There are two text input fields for choices: 'Enter choice 1 text' with 'bachelor's degree' and 'Enter choice 2 text' with 'graduate degree'.

Figure 10 - Question Bank Manager

The Question Bank Manager has a list of questions from the database for the user to select, edit or clone. Once they have completed their selections from the existing list, they can begin entering new questions. Based on the type of question they have selected, they are prompted to enter additional information and response options.

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Question Set Designer 1: (AQD1) Type & Ruleset Save Save As

Question Set Name:

Application Type:

 ALL
 Standard Certificate
 Emergency Certificate
 Paraeducator Permit
 Adult Ed Permit
 Salary Increment
 Salary Stipend
 National License
 OCSC
 Admin Certs
 Admin Support
 Adult Ed
 Specialist
 MOU
 Autism

Area:

 ALL
 Administration
 Administrative Support Staff
 Guidance Counselor
 Library Media Specialist
 Nurse
 Other
 Paraeducator
 Psychologist
 Reading Specialist
 Social Worker
 School of Work Transition
 Teaching
 Skilled & Technical Sciences

Certificate Type:

 ALL
 Early Care (Birth to Grade 2)
 Elementary K-6
 Exceptional
 Languages K-12
 Mathematics 9-12
 Middle Level 6-8
 Science 9-12
 Secondary Other Areas
 Secondary Vocational
 Skilled & Technical Sciences
 Social Studies 9-12
 Special Areas

Ruleset ID#:

Ruleset Name:

Ruleset Description:

Reg #:

Certificate:

Figure 11 - Question Setup

The purpose of the Question Set Designer is to allow the user to create or modify a list of questions that pertain to an application and indicate each step in the process. As shown in **Figure 11 - Question Setup**, the first step is to enter the name of the question set and select the type of application, area, and certificate for the question set. Once selected, the ruleset information will appear automatically which indicates the requirements and regulations necessary for the certificate.

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Question Set Designer 2: (AQD2) Choose your question

Choose your question from the drop down list. Add New Save Save As

105: Is your latest degree a bachelor's degree or a graduate degree?
101: Do you already hold a Delaware Standard Certificate in another area?
102: Do you hold a current and valid full certificate from a state other than Delaware in Secondary Mathematics Education?
103: Are you currently enrolled in the Delaware Alternative Routes To Teacher Program (such as with the University of Delaware, or Teach for America)?
104: Do you hold a bachelor's or graduate degree from a regionally accredited college or university?
105: Is your latest degree a bachelor's degree or a graduate degree?
106: What is your bachelor degree major?
107: From which school did you receive your bachelor's degree?
108: Which of the following exams have you taken? Please check all that apply.

Do you want to add another question? Yes No NEXT

Is the next question dependant on the answer of the current question? Yes No

If the answer is Choose next screen

If the answer is Choose next screen

Choose your question from the drop down list. Save Save As

106: What is your bachelor degree major?
101: Do you already hold a Delaware Standard Certificate in another area?
102: Do you hold a current and valid full certificate from a state other than Delaware in Secondary Mathematics Education?
103: Are you currently enrolled in the Delaware Alternative Routes To Teacher Program (such as with the University of Delaware, or Teach for America)?
104: Do you hold a bachelor's or graduate degree from a regionally accredited college or university?
105: Is your latest degree a bachelor's degree or a graduate degree?
106: What is your bachelor degree major?
107: From which school did you receive your bachelor's degree?
108: Which of the following exams have you taken? Please check all that apply.

Do you want to add another question? Yes No NEXT

Is the next question dependant on the answer of the current question? Yes No

If the answer is Choose next screen

If the answer is Choose next screen

Figure 12 - Question Bank Database

After a question is selected from the Question Bank database, the next step is to indicate if the next question is dependent on the answer of the current question. The applicant's path will be determined by the response

Question Set Designer 3: (AQD3) Choose your question

Choose your question from the drop down list. Add New Save Save As

101: Do you already hold a Delaware Standard Certificate in another area?
101: Do you already hold a Delaware Standard Certificate in another area?
102: Do you hold a current and valid full certificate from a state other than Delaware in Secondary Mathematics Education?
103: Are you currently enrolled in the Delaware Alternative Routes To Teacher Program (such as with the University of Delaware, or Teach for America)?
104: Do you hold a bachelor's or graduate degree from a regionally accredited college or university?
105: Is your latest degree a bachelor's degree or a graduate degree?
106: What is your bachelor degree major?
107: From which school did you receive your bachelor's degree?
108: Which of the following exams have you taken? Please check all that apply.

Do you want to add another question? Yes No NEXT

chosen.

Figure 13 - Linked Questions

When there are no more questions to be entered, the Question Set will be saved and the summary will appear next.

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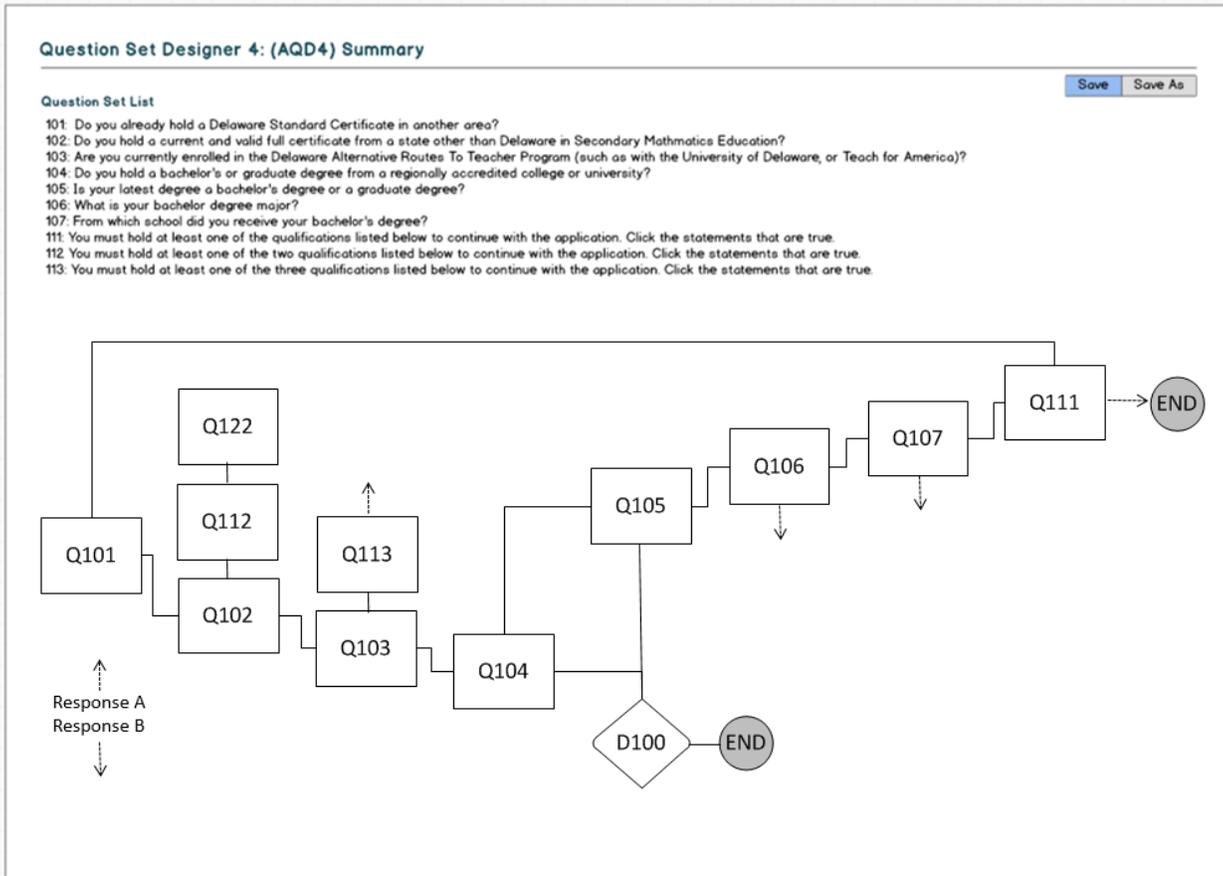


Figure 14 - Question Flow

The Summary in Figure 14 - Question Flow shows an example on the question flow based on the response to each question.

Question Set Designer 5: (AQD5) List

Question Set List Save Save As

Name	App Type	Owner	Action				
Secondary Mathematics Teacher	Standard Certificate	Silbert	Edit	Delete	Clone	Preview	Summary
ARTC	Emergency Certificate	Smith	Edit	Delete	Clone	Preview	Summary
James H. Groves HS Level 1	Adult Ed Permit	Morrison	Edit	Delete	Clone	Preview	Summary
Nurse	Specialist	Goodall	Edit	Delete	Clone	Preview	Summary
Admin Level 1	Admin Cert	Jones	Edit	Delete	Clone	Preview	Summary

Figure 15 - Available Questionnaires

After the question set has been saved, it is added to the database and available to other users. Once selected they can view or reuse the question set and modify as needed.

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Transcript: (TRS)

Teaching: Mathematics 9-12

Mathematics 9-12	Evidence v	Source v	Details	Automation Indicator v	Over Ride	Processor Indicator v	Explanation
Degree	Transcript Data	Salisbury U	<input type="checkbox"/>	Accepted	<input type="checkbox"/>		
PRAXIS II Math	Data	ETS	<input type="checkbox"/>	Accepted	<input type="checkbox"/>		
Ed Prep	Transcript Data	St Joseph U	<input type="checkbox"/>	Not sure	<input checked="" type="checkbox"/>	Accepted	Enough credits
3 Yr Exp	Scanner		<input type="checkbox"/>	Not sure	<input checked="" type="checkbox"/>	Accepted	
OOSC	Scanner		<input type="checkbox"/>	Not sure	<input checked="" type="checkbox"/>	Accepted	

Transcript: Bachelor's Degree

Rec'd Date	School ID	Name	PDF	City	State	From	To	Degree	Major	Minor	Graduated	Remarks	Program	Student ID
6/30/2004	12726	Salisbury	<input type="checkbox"/>	Salisbury	Maryland	2000	2004	B	Math		5/25/2004			
9/30/2016	2801	St Joseph University	<input type="checkbox"/>	Philadelphia	Pennsylvania	2014	2016	M	Mathematics Education		09/15/2016			

Tests: PRAXIS II Math

Test Type	Test Date	Subject Type	Subject Name	Score Type	Score	Pass?	Entry Method	Load Date	Alt Test Scoring	Automation
PRAXIS II	01/04/2007	MTH2	(ETS 0061/5061) Sec...	CK	146	Y	E	02/28/2007		Accepted
PRAXIS II	4/21/2006	MMT2	(ETS 0069) Middle...	CK	178	Y	E	06/01/2006		Accepted
PRAXIS I	01/28/2005	NA	Not applicable	W	176	Y	E	02/10/2005		Accepted
PRAXIS I	10/22/2004	NA	Not applicable	W	164	N	E	02/10/2005		Rejected
PRAXIS I	10/22/2004	NA	Not applicable	R	182	Y	E	02/10/2005		Accepted
PRAXIS I	10/22/2004	NA	Not applicable	M	187	Y	E	02/10/2005		Accepted

Automated Courses

Course	Credits v	School	Automation Indicator	PDF
M421	3	Salisbury U	Accepted	<input type="checkbox"/>
P202	1	Salisbury U	Rejected	<input type="checkbox"/>
M422	3	Salisbury U	Evaluating documentation	<input type="checkbox"/>
M420	3	Salisbury U	Accepted	<input type="checkbox"/>

Manually Enter Courses

Course	Credits v	School	Processor Indication	PDF
ME231	3	St Joseph U	Accepted	<input type="checkbox"/>
ME232	1	St Joseph U	Accepted	<input type="checkbox"/>
ME233	3	St Joseph U	Accepted	<input type="checkbox"/>
ME234	3	St Joseph U	Accepted	<input type="checkbox"/>

Experience

Rec'd Date	Work Type	School Type	State	Place	City	Begin Date	End Date	Years	Months	Grades	Full Time	Comments	Satisfactory	Evals
10/20/2013	Out-of-State	Public	Foreign	Ministry of Education	Andalucia	04/09/2007	06/30/2013	6	2	High School	Y		<input type="checkbox"/>	

OOS Certificates

Received Date	Credential Type	Application Type	State	Category	Effective Date	Exp Date	Subject	Content Area	Level	Reciprocal	App Type	Text
10/20/16	Reciprocal	Professional Cert	Foreign	Teaching	10/28/16		Elementary Ed	01,02,03	Elementary	Yes	Professional Cert	

Figure 16 - Transcript Requirements

As shown in **Figure 16 - Transcript Requirements**, the first table has an overview of the requirements for the specific certificate. In this case the Secondary Mathematics Teacher 9-12 criteria includes the results of the automation indicator. The reviewer has the ability to override the status based on their review of the transcript information shown below. The staff may also enter notes to explain the reasons for the status change.

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5 ATTACHMENT E – RECOMMENDATION ENGINE

Recommendation Engine (RCE)

Recommended Certifications

Ruleset	Ruleset Description	Recommended Certification	Applied
1020	OOS undergrad degree in area, PRAXIS II	Secondary Mathematics Teacher	09/30/2016
1020	OSS undergrad degree in area, PRAXIS II	Middle Level Mathematics Teacher	09/30/2016
1040	OOS grad degree in area, PRAXIS II	Secondary Mathematics Teacher	
1040	OSS grad degree in area, PRAXIS II	Middle Level Mathematics Teacher	

Requirements:

Certificate Ruleset: OOS Undergrad degree in area, PRAXIS II

Accepted UDCAR: OOS undergraduate degree in area

Accepted PRAXIS II: Passing PRAXIS II score

License Ruleset: OOS Undergrad degree in any field, student teaching, PRAXIS I

Accepted UDNEF: Undergraduate degree in any field

Accepted PRAXIS I: Passing PRAXIS I score

Accepted STDTCH: Student Teaching

Credential not received CPASLC: Passing Performance Assessment

Transcript

Rec'd Date	School ID	Name	PDF	City	State	From	To	Degree	Major	Minor	Graduated	Remarks	Program	Student ID
6/30/2004	12726	Salisbury	<input type="checkbox"/>	Salisbury	Maryland	2000	2004	B	Math		5/25/2004			
9/30/2016	2801	St Joseph University	<input type="checkbox"/>	Philadelphia	Pennsylvania	2014	2016	M	Mathematics Education		09/15/2016			

Tests

Test Type	Test Date	Subject Type	Subject Name	Score Type	Score	Pass?	Entry Method	Load Date	Alt Test Scoring	Automation
PRAXIS II	01/04/2007	MTH2	(ETS 0061/5061) Sec...	CK	146	Y	E	02/28/2007		Accepted
PRAXIS II	4/21/2006	MMT2	(ETS 0069) Middle...	CK	178	Y	E	0601/2006		Accepted
PRAXIS I	01/28/2005	NA	Not applicable	W	176	Y	E	02/10/2005		Accepted
PRAXIS I	10/22/2004	NA	Not applicable	W	164	N	E	02/10/2005		Rejected
PRAXIS I	10/22/2004	NA	Not applicable	R	182	Y	E	02/10/2005		Accepted
PRAXIS I	10/22/2004	NA	Not applicable	M	187	Y	E	02/10/2005		Accepted
CPASLC	12/22/2016	NA	Not applicable		NA	NA	NA			Credential not received

Student Teaching

Rec'd Date	Grade	Subject	District	School	Cooperating Teacher(s)
6/30/2004	K-12	Per Salisbury U tx	Wicomico	Wicomico HS	J. Smith

Figure 17 - Recommendation Engine

As shown in Figure 17 - Recommendation Engine, this new feature displays all of the certificates that an applicant may be qualified for based on the requirements or rule sets. In this example, the first recommendation is highlighted in blue and the specific requirements for that certificate are shown to the right. Since the criteria for Secondary Mathematics Teacher requirements have been accepted, the staff can quickly click on the Issue button to complete the application process. The tables below the recommended certifications show the evidence of their qualifications.

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6 ATTACHMENT F – TEMPLATE MANAGER WIREFRAME

Template Manager (TMP)

Category: Salary Increment | Type: Bachelor's +15 credits | Template Name: Salary Increment B+15 | Save | Save As

Delaware
Department of Education

DEPARTMENT OF EDUCATION
Thomas H. Bunting Building
401 Federal Street, Suite 2
Dover, Delaware 19801-3609
DOE WEBSITE: <http://www.doe.k12.de.us>

Susan S. Bunting, Ed.D.
Secretary of Education
Voice: (302) 735-4000
FAX: (302) 739-6654

< Date >

< Name >
< Address >
< Address >
< Address >

< Name >

This is to notify you that your application for a **X_PERCENTAGE_X%** state salary increment based on the completion of a **X_DESCRIPTION_X** has been approved. The effective date is from **X_EFFECTIVE_X** to **X_EXPIRES_X**.

Complete **X_CREDITS_X** or their equivalent in professional development related to the area of **X_CERTIFICATION_X**. Per regulation, credits and/or professional development are selected by the applicant with the approval of the employing school district or charter school and submitted upon completion to the Department of Education.

A copy of this notification will be the basis for a state salary increment adjustment by your local school district.

Licensure, certification, and salary increment regulations are promulgated by the Professional Standards Board (PSB). This is a link to the PSB website and regulations: <http://www.doe.k12.de.us/csa/profstds/default.shtml>.

Efforts have been made to see that the determination(s) and decisions(s) in this letter are accurate. However, if there has been a misunderstanding or misapplication of the information provided, with the result that the determination(s) and decision(s) are contrary to or invalid under the applicable statutes and regulations, then the statutes and regulations control, and the decision(s) and determination(s) are subject to revision.

[Signature]

< Name >
< Office >
< Phone >
< Email >

THE DELAWARE DEPARTMENT OF EDUCATION IS AN EQUAL OPPORTUNITY EMPLOYER. IT DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, SEXUAL ORIENTATION, GENDER IDENTITY, MARITAL STATUS, DISABILITY, AGE, GENETIC INFORMATION, OR VETERAN'S STATUS IN EMPLOYMENT, OR ITS PROGRAMS AND ACTIVITIES.

Browse for Files | Browse

Browse for Files | Browse

Browse for Files | Browse

Figure 18 - Template Builder

As shown in Figure 18 - Template Builder, the first step is to select the category and type of letter to be created and enter the name of the new template. To add fields to the letter, select from the drop down list and drag the label to the desired position. Browse for files to insert the header, footer, signature or other images as needed. The Template Manager should include both standard templates and a bank of additional paragraphs that could be added to the template if needed.

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Template Manager (TMP2)

Template Letter List NEW

Name	App Type	Owner	Action
Salary Increment B+15	Bachelor's +15 credits	Silbert	Edit Delete Clone Preview
Cover	Initial License	Smith	Edit Delete Clone Preview
Needs	Evaluation - 91 days	Morrison	Edit Delete Clone Preview
Status	Expired License	Goodall	Edit Delete Clone Preview

In this example, the letter for a Salary Increment based on completion of a Bachelor's degree plus 15 credits has been added to the bank of letter template available to be used or modified as needed.

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7 ATTACHMENT G – EXISTING AND PLANNED INTERFACES

The DEEDS application contains interfaces to many external systems; these allow DEEDS to receive various types of data related to educators and their qualifications for licensure. For example, DEEDS interfaces to the Educational Testing Service (ETS) in order to receive scores for various tests that educators must take as required for licensure. Also, DEEDS interfaces to a scanner in order to convert paper documents such as transcripts into PDFs. (see DEEDS matrix.xlsx - Structure for the full list of current and future external systems).

