REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
High School Science Professional Development & Resources
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER 2020-13

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I. Overview

The State of Delaware Department of Education, seeks professional services to provide high school science professional development and instructional resources. 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: May 12, 2020

- **Deadline for Questions**
  - Date: May 26, 2020

- **Response to Questions Posted by:**
  - Date: June 2, 2020

- **Deadline for Receipt of Proposals Time**
  - Date: June 16, 2020 at 2:00 PM (Local Time)

- **Estimated Notification of Award**
  - Date: July 2020

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).
Furthermore, the transmittal letter must attest to the fact, at a minimum, that the vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

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

**MANDATORY PREBID MEETING**

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

II. **Scope of Services**

The Delaware Department of Education, as the fiscal agent of the Delaware Science Coalition, desires to develop a rigorous professional development plan, along with an adoption of high quality NGSS aligned curricular resources and science kits/materials that reflect and foster systemic coherence through a robust channel of continuous improvement in the following way:

- Teacher and instructor feedback through surveys and evaluations.
- Teachers review individual and group performances and student learning at the day-to-day classroom level throughout the year.
- The Coalition reviews curriculum and professional development decisions with collective data and evidence measured at the topical/unit level and;
- The Coalition and state partner further review curriculum, instruction, and professional development using integrated transfer data/evidence collected once in elementary, middle and high school (state assessments).

Delaware adopted the NGSS as the state’s science content standards in October 2013. The NGSS and associated materials were developed in a state led process managed by Achieve, which built on the previously developed A Framework for K-12 Science Education (2012). These standards are significantly different than previous content standards in that they are “tri-partite” in nature, consisting of “Disciplinary Core Ideas,” “Science and Engineering Practices,” and “Crosscutting Concepts. A key choice made in the development process of the NGSS was to develop a set of Performance Expectations for each grade level/span. Each of these Performance Expectations typically involves a single content, practice, and cross-cutting concept. Another key design choice was to recommend a set of instructional topics for each grade/span that organized sets of Performance Expectations. Delaware has made a distinction between the NGSS as assessment targets and the broader treatment of the NGSS, particularly the Science and Engineering Practices, for instruction. In general, teachers are expected to have students learn science through the application of all the Science and Engineering Practices even if the NGSS performance expectation states that a specific Practice is to be paired with a specific Disciplinary Core Idea (science content).

The purpose of this RFP is to solicit high quality proposals from qualified bidders to assist the DE Science Coalition in the development, refinement, and implementation of a high school science program. Services outlined in this RFP are expected to directly produce or support the following three quality instructional components:
1. Instructional curricular resources;
2. Professional development and/or
3. Resource materials/science kits

To fulfill the requirements of this RFP, the successful bidder(s) will use information from this preliminary phase to provide a high school Next Generation Science Standards aligned curricular resources, professional development, and/or supply science kits/materials.

Bidders may choose to include anywhere from one to all three components in their proposals and will be scored on each individual component (curricular/instructional resource, professional development, resource kits/materials). One vendor may be awarded to address all three components or separate individual vendors may be awarded to address individual components. A vendor may be awarded more than one component.

See Appendix B “Scope of Work” for more detailed information.

III. Required Information

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

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

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

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

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

4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item 8, subsection g (insurance).

B. General Evaluation Requirements

All proposals will be scored on each individual component included in the proposal.

1. Professional Development
   - Support of formative assessment practices
   - Cyclical planning and sustained development
   - Equitable teaching and learning strategies
   - Modeling of curricular intent and material usage
STATE OF DELAWARE
Department of Education

- Differentiation of adult learners
- Beliefs and knowledge from educators and collaboration
- Cross curricular connections
- Experience with Providing Professional development
- Cost Effectiveness

2. Curricular/Instructional Resources
- Evidence of Phenomenon/problem-driven three dimensional learning
- Coherence
- Effective teaching strategies
- Support for students with Diverse Learning needs
- Support to monitor student progress
- Cost Effectiveness

3. Materials/components, partial kits or kits
- Experience Supporting Elementary Adoption of Education Materials
- Bulk order, Customer Service, and Timeline
- Cost Effectiveness
- Quality of Materials

IV. Professional Services RFP Administrative Information

A. RFP Issuance

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

2. Obtaining Copies of the RFP
This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov. 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
DE Department of Education, Finance Office
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) Known failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
      2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
   e. Has violated ethical standards set out in law or regulation; and
   f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

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

2. Proposals
   To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with 5 paper copies including a price proposal and 2 electronic copies on separate USB memory drives. For electronic copies, please provide a separate 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 June 16, 2020**. 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, Rm. 275  
   401 Federal Street, Ste. 2  
   Dover, DE 19901

   Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. 2020-13” 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 and any costs for returned proposals. 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
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 Governor Jack A. Markell’s Executive Order # 31 signed on October 20, 2011 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
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 publicly 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.18 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.
14. Discrepancies and Omissions
Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the 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, 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 May 26, 2020. 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 June 2, 2020. 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.

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

16. 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.

17. 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.

18. 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.

19. Supplemental Solicitation
The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

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.

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. Failure to notate exceptions will waive vendor’s ability to negotiate the specifications, terms or conditions outlined in this RFP. Acceptance of exceptions is within the sole discretion of the evaluation committee.
24. 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.

25. 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.

26. 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. State of Delaware terms will take precedence.

C. RFP Evaluation Process
An evaluation team composed of representatives of the State of Delaware will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

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

1. **Proposal Evaluation Team**
   The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. The Team shall determine which vendors meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981 and 6982. Professional services for this solicitation are considered under 29 Del. C. §6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Associate Secretary of Financial Management and Operations, who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982(b), to award a contract to the successful vendor in the best interests of the State of Delaware.

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

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

   The Team reserves the right to:
   - Select for contract or for negotiations a proposal other than that with lowest costs.
   - 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:
### Professional Development

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Support of formative assessment practices</td>
<td>5 pts</td>
</tr>
<tr>
<td>Cyclical planning and sustained development</td>
<td>5 pts</td>
</tr>
<tr>
<td>Equitable teaching and learning strategies</td>
<td>5 pts</td>
</tr>
<tr>
<td>Modeling of curricular intent and material usage</td>
<td>5 pts</td>
</tr>
<tr>
<td>Differentiation for adult learners</td>
<td>5 pts</td>
</tr>
<tr>
<td>Beliefs and knowledge from educators and collaboration</td>
<td>5 pts</td>
</tr>
<tr>
<td>Cross curricular connections</td>
<td>5 pts</td>
</tr>
<tr>
<td>Cost Effectiveness</td>
<td>5 pts</td>
</tr>
<tr>
<td>Experience</td>
<td>5 pts</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>45 pts</td>
</tr>
</tbody>
</table>

45 x 2.22 = 100%

### Curricular Resources

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phenomenon/Problem Driven Three Dimensional Learning</td>
<td>5 pts</td>
</tr>
<tr>
<td>Coherence</td>
<td>5 pts</td>
</tr>
<tr>
<td>Effective teaching strategies</td>
<td>5 pts</td>
</tr>
<tr>
<td>Support for students with diverse learning needs</td>
<td>5 pts</td>
</tr>
<tr>
<td>Support to monitor student progress</td>
<td>5 pts</td>
</tr>
<tr>
<td>Cost Effectiveness</td>
<td>5 pts</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>30 pts</td>
</tr>
</tbody>
</table>

30 x 3.33 = 100%

### Materials Component/Partial kit or Kit Plan

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Scoring</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience Supporting Elementary Adoption of Materials</td>
<td>5</td>
</tr>
<tr>
<td>Bulk order, customer service, and Timeline</td>
<td>5</td>
</tr>
<tr>
<td>Cost Effectiveness</td>
<td>5</td>
</tr>
<tr>
<td>Quality of Materials</td>
<td>5</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>20</td>
</tr>
</tbody>
</table>

20 x 5 = 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.

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

V. **Contract Terms and Conditions**

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

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

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 **one (1)** year with **four (4)** optional extensions for a period of one (1) year for each extension.

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

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

   **d.** The State of Delaware’s standard contract will most likely be supplemented with the vendor’s software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

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

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

   **g.** The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.

   **h.** Vendors are not restricted from offering lower pricing at any time during the contract term.

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.

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 employment 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) 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 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, RM. 275
401 FEDERAL STREET, SUITE 2
DOVER, DE 19901
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 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. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law.
b. Commercial General Liability - $1,000,000.00 per occurrence/$3,000,000 per aggregate.

c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to vendor pursuant to this Agreement as well as all units used by vendor, regardless of the identity of the registered owner, used by vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
   1. 1,000,000 combined single limit each accident, for bodily injury;
   2. $250,000 for property damage to others;
   3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
   4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
   5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

   a. Medical/Professional Liability - $1,000,000 per occurrence/$3,000,000 per aggregate
   b. Miscellaneous Errors and Omissions - $1,000,000 per occurrence/$3,000,000 per aggregate
   c. Product Liability - $1,000,000 per occurrence/$3,000,000 aggregate

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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
Contract No: 2020-13
State of Delaware
401 Federal Street, Suite 2
Dover, DE 19901
Nothing contained herein shall restrict or limit the vendor’s right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by vendor as part of this Agreement, the State of Delaware’s self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).

5. The State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.

6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

i. BID BOND
There is no Bid Bond Requirement.

j. PERFORMANCE BOND
There is no Performance Bond requirement.

k. Vendor Emergency Response Point of Contact
The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.
In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

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

m. Costs and Payment Schedules
All contract costs must be as detailed specifically in the vendor’s cost proposal. No charges other than as specified in the proposal shall be allowed without written consent of the State of Delaware. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

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

o. Dispute Resolution
At the option of the parties, they 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, Delaware Department of Education 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 the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. Delaware Department of Education 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. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys’ fees.
p. Remedies
Except as otherwise provided in this solicitation, including but not limited to Section 8.0 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

q. 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.

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

s. 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.

t. 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.

u. 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 to the approval and acceptance of the Delaware Department of Education.

v. 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.

w. **Fair Background Check Practices**

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

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.

x. **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. Individuals 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.

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

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

z. **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.

aa. **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.

bb. **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 ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

cc. 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.

dd. 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.

ee. 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 https://dti.delaware.gov/about-dti/boards-and-committees/arb-templates/. 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.

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

gg. **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.

hh. **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.
ii. Audit Access to Records

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

jj. IRS 1075 Publication

1. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor’s responsible employees.

The contractor and the contractor’s employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

2. **Criminal/Civil Sanctions**

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations.
established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS’ right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

kk. 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.

11. **W-9** - The State of Delaware requires completion of the Delaware Substitute Form W-9 through the Supplier Public Portal at https://esupplier.erp.delaware.gov to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.

12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number 2020-13 on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state’s financial reporting system.

13. **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.

14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

**VI. RFP Miscellaneous Information**

1. **No Press Releases or Public Disclosure**
   The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.
The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the vendor shall not use the State’s seal or imply preference for the solution or goods provided.

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

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

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 8 – Delaware Department of Education Standard Contract Template
- Attachment 9 – Cyber Responsibilities, Liability and Insurance
- Attachment 10 – Delaware Data Usage Terms and Conditions
- Attachment 11 – Delaware Cloud Services Terms and Conditions
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work and Technical Requirements

[balance of page is intentionally left blank]
IMPORTANT – PLEASE NOTE

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

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).
STATE OF DELAWARE
Department of Education

NO PROPOSAL REPLY FORM

Contract No. 2020-13  Contract Title: High School Science Professional Development & Resources

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.

6982(b) Version: 2/24/2020  36  Approved by Legal Counsel 1/29/2020
CONTRACT NO.: 2020-13
CONTRACT TITLE: High School Science Professional Development & Resources
DEADLINE TO RESPOND: June 16, 2020 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, Department of Education.

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, Department of Education.

COMPANY NAME______________________________________________________________________Check one)
NAME OF AUTHORIZED REPRESENTATIVE
(Please type or print) _______________________________________________________________
SIGNATURE ______________________________________________ TITLE ______________________
COMPANY ADDRESS ________________________________________________________________
PHONE NUMBER __________________ FAX NUMBER ________________________________
EMAIL ADDRESS _________________________________________________________________ STATE OF DELAWARE
FEDERAL E.I. NUMBER ____________________________________________________________ LICENSE NUMBER __________________________

COMPANY CLASSIFICATIONS: Certification type(s) Circle all that apply
CERT. NO.: Minority Business Enterprise (MBE) Yes No
______________ Woman Business Enterprise (WBE) Yes No
Disadvantaged Business Enterprise (DBE) Yes No
Veteran Owned Business Enterprise (VOBE) Yes No
Service Disabled Veteran Owned Business Enterprise (SDVOBE) Yes No

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

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME) __________________________________________________________
ADDRESS _________________________________________________________________
CONTACT _________________________________________________________________
PHONE NUMBER __________________ FAX NUMBER ________________________________
EMAIL ADDRESS ________________________________________________________________

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?
YES ________ NO ________ if yes, please explain _______________________________________

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

SWORN TO AND SUBSCRIBED BEFORE ME this ________ day of ____________________, 20 __________
Notary Public __________________________________________________________________________
My commission expires __________________________________________________________________
City of __________________________ County of __________________________ State of ________________
Attachment 3

Contract No. 2020-13
Contract Title: High School Science Professional Development & Resources

EXCEPTION FORM

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

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

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<th>Paragraph # and page #</th>
<th>Exceptions to Specifications, terms or conditions</th>
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Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.
## Contract No. 2020-13
### Contract Title: High School Science Professional Development & Resources

**CONFIDENTIAL INFORMATION FORM**

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

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**Note:** Vendor may use additional pages as necessary, but the format shall be the same as provided above.
Contract No. 2020-13  
Contract Title: High School Science Professional Development & Resources

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).

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STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.
# SUBCONTRACTOR INFORMATION FORM

## PART I – STATEMENT BY PROPOSING VENDOR

1. **CONTRACT NO.**
   2020-13

2. **Proposing Vendor Name:**

3. **Mailing Address**

4. **SUBCONTRACTOR**
   a. **NAME**
   b. **Mailing Address:**

   4c. **Company OSD Classification:**
   Certification Number:
   4d. **Women Business Enterprise**
   4e. **Minority Business Enterprise**
   4f. **Disadvantaged Business Enterprise**
   4g. **Veteran Owned Business Enterprise**
   4h. **Service Disabled Veteran Owned Business Enterprise**

5. **DESCRIPTION OF WORK BY SUBCONTRACTOR**

6a. **NAME OF PERSON SIGNING**  
   7. **BY (Signature)**

6b. **TITLE OF PERSON SIGNING**

8. **DATE SIGNED**

## PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR

9a. **NAME OF PERSON SIGNING**

10. **BY (Signature)**

9b. **TITLE OF PERSON SIGNING**

11. **DATE SIGNED**

* Use a separate form for each subcontractor
The Office of Supplier Diversity (OSD) has moved to the Division of Small Business (DSB)

Supplier Diversity Applications can be found here: https://gss.omb.delaware.gov/osd/

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD: OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here: http://directory.osd.gss.omb.delaware.gov/self-registration.shtml

New Address for OSD:
Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE  19801

Telephone: 302-577-8477 Fax: 302-736-7915
Email: OSD@Delaware.gov
Web site: https://gss.omb.delaware.gov/osd/

Dover address for the Division of Small Business
Local applicants may drop off applications here:
Division of Small Business
99 Kings Highway
Dover, DE  19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.
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 or "Department", 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 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.

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 DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless 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 VENDOR to remediate.

3.3 It shall be the duty of 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 DDOE. DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by 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:

<table>
<thead>
<tr>
<th>Project</th>
<th>Team</th>
<th>Title</th>
<th>% of Project Involvement</th>
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3.6 Designation of persons for each position is subject to review and approval by DDOE. Should the staff need to be diverted off the project for what are now unforeseeable circumstances, 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) and the Federal Bureau of Investigation (FBI) 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.

3.13 By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity.

If placed on any debarment or suspension list, VENDOR must immediately notify the Delaware Department of Education.

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.**
STATE OF DELAWARE
Department of Education

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;
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.


Applicable provision will be checked.

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.
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 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 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 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 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 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, 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 Safety and Homeland Security, 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. Dispute Resolution.

12.1 At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement 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.

12.2 If the matter is not resolved by negotiation, as outlined above, or, alternatively, DDOE 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 the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. DDOE 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. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys’ fees.

13. Remedies.
13.1 Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

14. Suspension.

14.1 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 thirty (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 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 until receipt of written notice from DDOE to resume performance.

14.2 In the event DDOE suspends performance by VENDOR for any cause other than the error or omission of VENDOR, for an aggregate period in excess of thirty (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.

15. Termination.

15.1 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 thirty (30) calendar days written notice of intent to terminate; and
b. An opportunity for consultation with the terminating party prior to termination.

15.2 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 thirty (30) calendar days written notice of intent to terminate; and
b. An opportunity for consultation with DDOE prior to termination.

15.3 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
15.4 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.

15.5 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.

15.6 Gratuities.

a. 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.

b. In the event this Agreement is terminated as provided in 14.6.a. 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.

c. The rights and remedies of DDOE provided in Section 14.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.


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.

17. Assignment; Subcontracts.

17.1 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.

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

17.3 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.
17.4 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.

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

18. Force Majeure.

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

19. Non-Appropriation of Funds.

19.1 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.

19.2 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.


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.

21. Complete Agreement.

21.1 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.

21.2 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.

21.3 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
22. **Global Interoperability Standards**

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 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.

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 a specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Product 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 VENDOR; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable. At a minimum, VENDOR shall be required to complete an annual technology roadmap session with DDOE.

23. **Data Privacy, Ownership and Protection Information**

23.1 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 DDOE.

23.2 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 shall be made on record and evidence of this shall be provided to DDOE upon its request.

23.3 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. 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.

23.4 Upon DDOE’s request or at the latest, upon expiration of the Agreement, all existing data acquired during the term of the Agreement or created as part of the Agreement shall be returned to DDOE or shall be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of mandatory data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.
23.5 In the event a breach of the obligations herein detailed or if indications of such a breach exist, VENDOR shall undertake to inform DDOE of the breach without undue delay.

23.6 DDOE or its designee may monitor VENDOR’s 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, 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.

23.7 VENDOR must provide clear notice to DDOE before making any material changes to VENDOR’s privacy policy.

23.8 DDOE shall be entitled to timely access data and correct data held by VENDOR that is factually incorrect in response to a parent/guardian request.

23.9 VENDOR can only utilize the data for the purposes specifically authorized by DDOE and cannot set up a personal profile of a student unless to support purposes authorized by DDOE.

23.10 VENDOR cannot sell data or use/share data for targeted advertising to students.

23.11 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.

23.12 DDOE’s confidential information, as provided in Paragraph 7 of this Agreement, and all other confidential information and data relating to DDOE’s business are DDOE’s exclusive property, and 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 DDOE;

b. At all times while this Agreement is in effect, VENDOR will keep secret and will not disclose to any third party, take or misuse any of DDOE’s Confidential Information, or any other confidential information VENDOR acquires or has access to because of its provision of services;

c. At all times while this Agreement is in effect, VENDOR will not use or seek to use any of DDOE’s Confidential Information for VENDOR’s own benefit or for the benefit of any other person or business or in any way adverse to DDOE’s interests;

d. On DDOE’s request or on termination of this Agreement, VENDOR will return to DDOE all its property, specifically including all documents, disks or other computer media or other materials in VENDOR’s possession or control that contain any of DDOE’s Confidential Information;

e. After termination of this Agreement, VENDOR will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of DDOE’s Confidential Information; and
f. VENDOR will advise DDOE of any unauthorized disclosure or use of DDOE's Confidential Information by any person or entity.

23.13 The State’s data (“State Data,” which will be treated by VENDOR as Confidential Information) includes: (a) the State’s data collected, used, processed, stored, or generated as the result of the Agreement Activities; (b) personally identifiable information (“PII”) collected, used, processed, stored, or generated as the result of the Agreement 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 Agreement 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 Agreement.

23.14 VENDOR is provided a limited license to State Data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Agreement 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 Agreement 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 Agreement Activities, such use and disclosure being in accordance with this Agreement, 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 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 Agreement.

23.15 As per the Delaware Department of Technology and Information, VENDOR shall agree to the following provisions:

a. The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this Agreement. VENDOR shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this Agreement, or (iv) at State of Delaware’s written request.

b. Protection of personal privacy and sensitive data shall be an integral part of the business activities of VENDOR to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, VENDOR shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:

i. All information obtained by VENDOR under this Agreement shall become and remain property of the State of Delaware.

ii. At no time shall any data or processes which either belongs to or
23.16 Upon completion of this agreement, if requested, all data will be returned in an agreed upon format that is predetermined at Agreement signing.

23.17 If the procured product is part of an acquisition or sold off, at the request of DDOE, the Agreement will be considered null and void.


24.1 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.

24.2 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.

24.3 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.

24.4 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 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.

24.5 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 and terminate the Agreement.

24.6 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 Agreement without liability or at its discretion deduct from the Agreement price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

24.7 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.

24.8 VENDOR shall maintain all public records, as defined by 29 Del. C. § 502(8), relating to this Agreement and its deliverables for the time and in the manner specified.
24.9 The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

25. Insurance.

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- Worker’s Compensation and Employer’s Liability Insurance in accordance with applicable law, and
- Commercial General Liability - $1,000,000 per person/$3,000,000 per occurrence, and
- Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to VENDOR pursuant to this Agreement as well as all units used by VENDOR, regardless of the identity of the registered owner, used by VENDOR for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
  1. $1,000,000 combined single limit each accident, for bodily injury;
  2. $250,000 for property damage to others;
  3. $25,000 per person per accident Uninsured/Underinsured Motorists coverage;
  4. $25,000 per person, $300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 Del. C. §2118; and
  5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- Medical/Professional Liability - $1,000,000 per person/$3,000,000 per occurrence, or
- Miscellaneous Errors and Omissions - $1,000,000 per person/$3,000,000 per occurrence, or
- Product Liability - $1,000,000 per occurrence/ $3,000,000 general aggregate.

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the Agreement number stated herein, shall be filed with the State. The certificate holder is as follows:
Nothing contained herein shall restrict or limit the vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that VENDOR has complied with the terms of this Agreement and has procured insurance coverage for all vehicles leased and/or operated by VENDOR as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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


As consideration for the award and execution of this Agreement 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.

27. Surviving Clauses.

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


This Agreement shall be governed by or construed under the laws of the State of Delaware, without regard to principles of conflict of laws, except where Federal law has precedence. The laws of the State of Delaware shall govern, in whole or in part, any or all of their rights, remedies, liabilities, powers and duties of the parties, either as provided by law or in the manner specified in this Agreement. VENDOR consents to service of process within the State of Delaware.


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

CONTRACTOR: VENDOR

DDOE: Charles A. Longfellow
Associate Secretary, 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 Certificated Staff coordinating activity:

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

VENDOR

(Official of VENDOR)  
Project Manager  

Date  

(Official of VENDOR)  
Principal Investigator  

Date  

Delaware Department of Education

Associate Secretary,  
Operations Support (or Designee)  

Date  

Finance Director Initials  

Team Associate Secretary  

Date  

Work Group Director Initials
ATTACHMENT 9

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.

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 State of Delaware Department of Education (DOE) 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. 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 DOE.

   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.

      1.4.3. Meet and confer with representatives of DTI and DOE 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.
2.1 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 ______. 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.

<table>
<thead>
<tr>
<th>Level</th>
<th>Number of PII records</th>
<th>Level of cyber liability insurance required (occurrence = data breach)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1-10,000</td>
<td>$2,000,000 per occurrence</td>
</tr>
<tr>
<td>2</td>
<td>10,001 – 50,000</td>
<td>$3,000,000 per occurrence</td>
</tr>
<tr>
<td>3</td>
<td>50,001 – 100,000</td>
<td>$4,000,000 per occurrence</td>
</tr>
<tr>
<td>4</td>
<td>100,001 – 500,000</td>
<td>$15,000,000 per occurrence</td>
</tr>
<tr>
<td>5</td>
<td>500,001 – 1,000,000</td>
<td>$30,000,000 per occurrence</td>
</tr>
<tr>
<td>6</td>
<td>1,000,001 – 10,000,000</td>
<td>$100,000,000 per occurrence</td>
</tr>
</tbody>
</table>

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  
   Solomon Adote, CSO  
   Office of the Chief Security Officer  
   Solomon.adote@delaware.gov  
   302-739-9629
State of Delaware
Department of Education

Dwayne Hill
Director of Technology Resources & Data Development
Patches.hill@doe.k12.de.us
302-735-4140
## Delaware Data Usage Terms and Conditions Agreement

**Public and Non-Public Data Owned by the State of Delaware**

Contract/Agreement #/name______________________________, Appendix ________________

between State of Delaware and__________________________ dated ________________

<table>
<thead>
<tr>
<th></th>
<th>Public Data</th>
<th>Non Public Data</th>
<th><strong>Data Usage (DU) Terms</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>DU1</td>
<td>✓</td>
<td>✓</td>
<td>Data Ownership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>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 PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center 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. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</td>
</tr>
<tr>
<td>DU2</td>
<td>✓</td>
<td>✓</td>
<td>Data Usage</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service. Protection of Personally Identifiable Information (PII, as defined in the State’s Terms &amp; Conditions Governing Cloud Services policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. Only duly authorized PROVIDER staff will have access to the State of Delaware data and may be required to obtain security clearance from the State. No party related to the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</td>
</tr>
</tbody>
</table>
**STATE OF DELAWARE**  
Department of Education  
DEPARTMENT OF TECHNOLOGY AND INFORMATION

Contract/Agreement #/name_________________________, Appendix ________

between State of Delaware and__________________________________________ dated ______________

<table>
<thead>
<tr>
<th>Public Data</th>
<th>Non Public Data</th>
<th>DATA USAGE (DU) TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DU3</td>
<td>v</td>
<td><strong>Termination and Suspension of Service</strong></td>
</tr>
<tr>
<td></td>
<td>v</td>
<td>In the event of termination of the contract, the PROVIDER shall implement an orderly return (in CSV or XML or another mutually agreeable format), or shall guarantee secure disposal of State of Delaware data.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Suspension of services:</strong> During any period of suspension or contract negotiation or disputes, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Termination of any services or agreement in entirety:</strong> In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally alter, erase, or otherwise render inaccessible any State of Delaware data for a period of 90 days after the effective date of the termination. Within this 90-day timeframe, vendor will continue to secure and back up State of Delaware data covered under the contract. After such 90-day period, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data. Thereafter, unless legally prohibited, the PROVIDER shall dispose securely of all State of Delaware data in its systems or otherwise in its possession or control, as specified herein.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Post-Termination Assistance:</strong> The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DU4</th>
<th>v</th>
<th><strong>Data Disposition</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>v</td>
<td>At the end of this engagement, PROVIDER will account for and return all State data in all of its forms, disk, CD/DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the PROVIDER.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>When required by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. The PROVIDER shall provide written certificates of destruction to the State of Delaware.</td>
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</table>
### DATA USAGE (DU) TERMS

<table>
<thead>
<tr>
<th>Public Data</th>
<th>Non Public Data</th>
<th><strong>DATA USAGE (DU) TERMS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DU5</strong></td>
<td>✔️</td>
<td>Data Location</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER may permit its personnel and subcontractors offshore access to the data, as long as the data remains onshore.</td>
</tr>
<tr>
<td><strong>DU6</strong></td>
<td>✔️</td>
<td>Breach Notification and Recovery</td>
</tr>
<tr>
<td></td>
<td></td>
<td>The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see DU7, below), Delaware Code (6 Del. C. §128-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans’ Personally Identifiable Information (PII, as defined in Delaware’s Terms and Conditions Governing Cloud Services policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.</td>
</tr>
</tbody>
</table>
STATE OF DELAWARE
Department of Education

between State of Delaware and ________________________________ dated ________________

<table>
<thead>
<tr>
<th>Public Data</th>
<th>Non Public Data</th>
<th>DATA USAGE (DU) TERMS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DU</td>
<td>v</td>
<td>Data Encryption</td>
</tr>
</tbody>
</table>

I) The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

FOR OFFICIAL USE ONLY □ DU 1 - DU 3 (Public Data Only) OR □ DU 1 - DU 7 (Non-public Data)

PROVIDER Name/Address (print): ____________________________________________________________

______________________________________________________________________________________

______________________________________________________________________________________

PROVIDER Authorizing Official Name (print): ____________________________________________________

______________________________________________________________________________________

PROVIDER Authorizing Official Signature: __________________________________________ Date: ________________
PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

XaaS Contract # __________________________, Appendix __________________________ between State of Delaware and __________________________ dated __________________________

<table>
<thead>
<tr>
<th>Public Data</th>
<th>Non Public Data</th>
<th>Cloud Services (CS) Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>PROVIDER must satisfy Clause CS1-A OR Clauses CS1-B and CS1-C, AND Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for SaaS or PaaS engagements involving non-public data.</td>
</tr>
</tbody>
</table>
| CS1-A       | ✓              | Security Standard Compliance Certifications: The PROVIDER shall meet, and provide proof of, one or more of the following Security Certifications.  
- CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry (Level Two or higher)  
- FedRAMP - Federal Risk and Authorization Management Program |
| CS1-B       | ✓              | Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a state-approved criminal background checks. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract, have no convictions, pending criminal charges, or civil suits related to any crime of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of 1 year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware. |
| CS1-C       | ✓              | Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors’ compliance with the security requirements stated herein. |
STATE OF DELAWARE
Department of Education

Breach Notification and Recovery: The PROVIDER must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §128-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans’ Personally Identifiable Information (PII, as defined in Delaware’s Terms and Conditions Governing Cloud Services policy) by PROVIDER or its subcontractors. The PROVIDER will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions:

<table>
<thead>
<tr>
<th>Public Data</th>
<th>Non Public Data</th>
<th>Cloud Services (CS) Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROVIDER must satisfy Clause CS1-A or Clauses CS1-B and CS1-C, and Clause CS4 for all engagements involving non-public data. Clause CS2 is mandatory for all engagements involving non-public data. Clause CS3 is only mandatory for Saas or Paas engagements involving non-public data.</td>
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</tr>
<tr>
<td>Data Encryption: The PROVIDER shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the PROVIDER stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The PROVIDER’s encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The PROVIDER and State of Delaware will negotiate mutually acceptable key location and key management details. Should the PROVIDER not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware’s standard in accordance with the Terms and Conditions Governing Cloud Services policy.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Notification of Legal Requests: The PROVIDER shall contact the State of Delaware upon receipt of any electronic discovery, litigation holds, discovery searches, and expert testimonies related to, or which in any way might reasonably require access to the data of the State. With regard to State of Delaware data and processes, the PROVIDER shall not respond to subpoenas, service of process, and other legal requests without first notifying the State unless prohibited by law from providing such notice.</td>
<td></td>
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</tbody>
</table>

FOR OFFICIAL □ CS4 (Public Data)  
USE ONLY □ CS1-A and CS4 (Non-Public Data) OR □ CS1-B and CS1-C and CS4 (Non-Public Data)
STATE OF DELAWARE
Department of Education

☐ CS2 (Non-public Data)  ☐ CS3 (SaaS, PaaS – Non-public Data)

PROVIDER Name/Address (print): ________________________________

                                                           ________________________________

PROVIDER Authorizing Official Name (print): ________________________________

PROVIDER Authorizing Official Signature: ________________________________ Date: _______
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. 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). “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. 5 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. Each paper copy must include all required documents including a price proposal.

2. 2 electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy.
Appendix B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Purpose

A Framework for K-12 Science Education: Practices, Crosscutting Concepts, and Core Ideas (National Research Council, 2012) and the Next Generation Science Standards (NGSS): For States, By States (NGSS Lead States, 2013) describe a new vision for science learning and teaching that is catalyzing improvements in science classrooms across the United States. Achieving this new vision will require time, resources, and ongoing commitment from state, district, and school leaders, as well as classroom teachers. (Guide to Implementing the Next Generation Science Standards, 2015). To achieve this vision, the DE Science Coalition RFP committee’s recommendations outline primary considerations for implementing NGSS aligned- instruction; professional learning for teachers and/or district leaders; curricular resources; and science kits/materials.

The purpose of this RFP is to solicit high quality proposals from qualified bidders to assist the DE Science Coalition in the development and implementation of a high school science program. Services outlined in this RFP are expected to directly produce or support the following three quality instructional components:

1. Instructional curricular resources;
2. Professional development and/or
3. Resource materials/science kits

To fulfill the requirements of this RFP, the successful bidder(s) will use information from this preliminary phase to provide a high school Next Generation Science Standards aligned curricular resource, professional development, and/or supply science kits/materials.

Bidders may choose to include anywhere from one to all three components in their proposals and will be scored on each individual component (curricular/instructional resource, professional development, resource kits/materials). One vendor may be awarded to address all three components or separate individual vendors may be awarded to address individual components. A vendor may be awarded more than one component.

Delaware Context

Delaware has a long history of commitment to science teaching, learning, and assessment. Delaware first adopted the state science content standards in 1995 and has had a science state assessment since 2001. A unique feature in Delaware’s science education is the long-standing leadership of the Science Coalition, which unifies school educators, local education associations (LEAs), partnering state agencies, higher education and business community. The Science Coalition has been integral in the development of a common understanding throughout the state on learning targets, shared science curricular resources, instructional supports, assessment policies and procedures, and general policy supports. The efforts benefit Delaware with an unusual coherence of the content standards, local curriculum, and state and local assessments across the state. This coherence is maintained through coordinated resources and efforts, such as professional
development that involves over 2000 science teachers—over 25% of the science teachers in the state—annually. The Coalition and Delaware Department of Education, as the fiscal agent, strongly wish to build on these strengths to develop a rigorous professional development plan, along with an adoption of high quality NGSS aligned curricular resources and science kits/materials that reflect and foster systemic coherence through a robust channel of continuous improvement in the following way:

- Teacher and instructor feedback through surveys and evaluations.
- Teachers review individual and group performances and student learning at the day-to-day classroom level throughout the year.
- The Coalition reviews curriculum and professional development decisions with collective data and evidence measured at the topical/unit level and;
- The Coalition and state partner further review curriculum, instruction, and professional development using integrated transfer data/evidence collected once in elementary, middle and high school (state assessments).

Delaware’s Elaboration of the NGSS

Delaware adopted the NGSS as the state’s science content standards in October 2013. The NGSS and associated materials were developed in a state led process managed by Achieve, which built on the previously developed Framework for K-12 Science Education (2012). These standards are significantly different than previous content standards in that they are “tri-partite” in nature, consisting of “Disciplinary Core Ideas,” “Science and Engineering Practices,” and “Crosscutting Concepts.” A key choice made in the development process of the NGSS was to develop a set of Performance Expectations for each grade level/span. Each of these Performance Expectations typically involves a single content, practice, and cross-cutting concept. Another key design choice was to recommend a set of instructional topics for each grade/span that organized sets of Performance Expectations.

Delaware has made a distinction between the NGSS as assessment targets and the broader treatment of the NGSS, particularly the Science and Engineering Practices, for instruction. In general, teachers are expected to have students learn science through the application of all the Science and Engineering Practices even if the NGSS performance expectation states that a specific Practice is to be paired with a specific Disciplinary Core Idea (science content).


Professional Development/Professional Learning

This section provides more detail about the characteristics of a NGSS aligned professional development, professional learning program.

1) Prepare educators to design tasks that elicit student ideas and interpret these ideas using learning progressions in science.\(^1\) Helping educators develop content knowledge through recognizing patterns of student thinking.\(^2\) Prepare educators to use discussion to develop student ideas elicited from tasks and educator questions.\(^3\)

2) Be sustained over a long duration and provide repeated opportunities to plan, implement, and reflect on teaching strategies in science classrooms that engage students in three-dimensional science.\(^4\) Provide opportunities to reflection on practice.\(^5\) Provide opportunities to directly observe strategies that successfully engage students in practices.\(^6\)

3) Prepare educators to connect science learning with students’ interests and experiences. Relating teaching to students’ interests and everyday experiences promotes student engagement, choice and agency in learning. Provide educators with concrete strategies for building on students’ cultural and community funds of knowledge to guide science investigations.\(^7\) Help prepare educators to give students greater agency, that is, choice and responsibility in planning investigations that address their questions.\(^8\)

4) Integrate strategies that promote equitable participation in science learning for all learners.\(^9\)

5) Model teaching strategies and curriculum resources/materials that are consistent with the desired shifts in teaching and learning introduced in professional learning.\(^10\)

6) Accommodate participants’ varied levels of experience in supporting three-dimensional science teaching and learning.\(^11\)

7) Connect ideas and teaching strategies introduced during the professional development experiences to educators’ current beliefs, teaching strategies, and goals for learning.\(^12\)

8) Incorporate curriculum connections among state standards for science, mathematics, English language arts, and social studies.\(^13\)

---

\(^1\) Furtak & Heredia, in press; Furtak, Thompson, Braaten, & Windschitl, 2012
\(^2\) Heller, Daehler, Wong, Shinhoara, & Miratrix, 2012; NASEM, 2015
\(^3\) Doubler, Carraher, Tobin, & Ashbell-Clarke, 2001; Harris, Phillips, & Penuel, 2012; Minstrell & van Zee, 2003
\(^4\) Desimone, Porter, Garet, Yoon, & Birman, 2002; NASEM, 2015; Penuel & Gallagher, 2009; Supovitz & Turner, 2000
\(^5\) Roth et al., 2011; Seidel, Sturmer, Blomberg, Kobarg, & Schwindt, 2011
\(^6\) Harris et al., 2012; McNeill, 2009; McNeill & Knight, 2013; Simon, Erduran, & Osborne, 2006
\(^7\) Tzou & Bell, 2010
\(^8\) Morozov et al., 2014
\(^9\) Jeanpierre, Oberhauser, & Freeman, 2005
\(^10\) Davis & Krajcik, 2005; McNeill, 2009; Schneider & Krajcik, 2002
\(^11\) Frank, Zhao, Penuel, Ellefson, & Porter, 2011
\(^12\) Garet, Porter, Desimone, Birman, & Yoon, 2001; NASEM, 2015; Penuel, Fishman, Yamaguchi & Gallagher, 2007
\(^13\) Varelas & Pappas, 2006; Vitale & Romance, 2007; Wallace, Hand & Yang, 2004
Response Required under Professional Development

The bidder must provide a detailed plan that outlines how they intend to meet the requirements of this section (see guiding questions below).

1. How will you provide opportunities for educators’ to reflect and give feedback on their professional learning?
2. How will you provide experiences and examples to maintain high student engagement in all science and engineering practices integrated with Disciplinary Core Ideas and Crosscutting Concepts?
3. How will your company provide strategies for teachers that build on students’ personal interests and their cultural and community of knowledge?
4. How will your company modeling teaching strategies consistent with three-dimensional learning throughout the professional development experience and provide supports for integrating those strategies into classroom practice?
5. How will your company collaborate with the DE Science Coalition in advance of professional development to develop a clear set of goals for the learning experience?
6. How will your company engage educators in reflection on important learning processes associated with cross-subject integration (e.g., how writing teaching engages students in reflecting on science reasoning, how the practices of mathematics supports students reasoning about relationships between variables in a science investigation?)
7. If the DE Science Coalition adopts an Open Education Resource, what sorts of professional learning could you provide to support materials and/or pedagogy as a result of this RFP?

Action Item:

Develop a Professional Development plan(s) that:

- addresses questions listed above in a professional development plan
- describes the frequency and duration of training days
- describes the anticipated cost for the training(s)
## Rubric for evaluating Professional Development (PD)

<table>
<thead>
<tr>
<th>Section</th>
<th>5-High Quality</th>
<th>3-Medium Quality</th>
<th>1-Low Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Support of formative assessment practices</strong></td>
<td>Contains strong supports for educators to develop strategies for eliciting, interpreting, and making use of students’ reasoning to inform their science teaching.</td>
<td>Contains limited supports for educators to develop strategies for eliciting, interpreting, and making use of students’ reasoning to inform their science teaching.</td>
<td>Contains little to no supports for educators to develop strategies for eliciting, interpreting, and making use of students’ reasoning to inform their science teaching.</td>
</tr>
<tr>
<td><em>Supports educators to develop strategies for eliciting, interpreting, and making use of students’ reasoning to inform their science teaching through strategic engagement with research-based strategies.</em></td>
<td>Connects what they do to what they learn about educators’ prior experience with formative assessment and model how to use assessment to inform teaching in the professional development.</td>
<td>Elicits educators’ prior experience in formative assessment and provide opportunities for educators to reflect on their PD experiences.</td>
<td>Agenda reflects leader’s goals for PD, but not educators’ goals or experiences.</td>
</tr>
<tr>
<td></td>
<td>Integrates research-based examples of formative assessment into the PD and engage educators in reflections on their three-dimensional properties.</td>
<td>Integrates research-based examples of formative assessment, but does not engage educators in reflections on their three-dimensional properties.</td>
<td>Chooses examples that are not research-based and does not engage educators in reflections on their three-dimensional properties.</td>
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<tr>
<td></td>
<td>Provides frequent opportunities for educators’ to reflect how their experiences in PD embody principles of formative assessment.</td>
<td>Provides some opportunities for educators’ to reflect how their experiences in PD embody principles of formative assessment.</td>
<td>Provides limited or no opportunities for educators’ to reflect how their experiences in PD embody principles of formative assessment.</td>
</tr>
<tr>
<td></td>
<td>Provides educators with experience in applying research-based interpretive frameworks to attend to the substance of student thinking.</td>
<td>Introduces research-based tools for interpreting student thinking but has limited application of use to attend to the substance of student thinking.</td>
<td>Limited introduction of researched-based tools for interpreting student thinking and has no application of used to attend to the substance of student thinking.</td>
</tr>
<tr>
<td><strong>Cyclical planning and sustained development</strong></td>
<td>Professional Development guides educators through repeated cycles of planning, implementing, reflecting on, and revising teaching that engages students in three-dimensional science learning over multiple years.</td>
<td>Professional Development guides educators through one cycle of planning teaching that engages students in three-dimensional science learning over a course of a year.</td>
<td>Professional Development does not guide educators through cycles of planning. PD is neither cyclical nor repeated and encompasses only 1-3 sessions.</td>
</tr>
<tr>
<td><em>Professional Development is sustained over a long duration and provides repeated opportunities to plan.</em></td>
<td>Professional Development sessions are coherent with one another is a strategic sequence of PD.</td>
<td>Professional Development sessions are mostly coherent with one another is a sequence of PD.</td>
<td>Professional Development may have multiple components, but they are not coherent to others in a sequence of PD.</td>
</tr>
<tr>
<td>implement, and reflect on teaching strategies in science classrooms that engage students in three-dimensional science learning over multiple years.</td>
<td>Professional Development repeatedly supports educators in examining evidence of student learning and effectiveness of teaching strategies. Provides experiences and examples of student engagement in all Science and Engineering Practices (SEP) integrated with the Disciplinary Core Ideas (DCI) and Cross Cutting Concepts (CCC). Provides educators with templates to plan or adapt lessons that integrate the three dimensions of science learning</td>
<td>Professional Development supports educators in examining evidence of student learning and/or effectiveness of teaching strategies once during PD. Introduces samples of three-dimensional science teaching.</td>
<td>Professional Development does not examine evidence of student learning, provide examples of three dimensional science learning, or provide tools for planning/adapting lessons. Tools provided are not focused on the integration of three dimensional science learning.</td>
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<tr>
<td>Equitable teaching and learning strategies</td>
<td>Integrates frequent strong strategies that promote equitable participation in science learning for all learners. Conveys a stance in PD that science is important for all students and the need for diversity of people and perspectives in producing high quality science education. Frequently provides and models strategies for ensuring equitable participation and learning in science, including the meeting of Performance Expectations (PE) for all students with attention to building on their prior interests and identities in culturally relevant ways. Frequently engages educators in experiences and research-based examples for connecting science teaching to broader issues of relevance to society.</td>
<td>Integrates infrequent strategies that promote equitable participation in science learning for all learners. Conveys a stance in PD that science is important for all students and the need for diversity of people and perspectives in producing high quality science education. Facilitates discussion of the importance of equity but does not provide or model strategies for ensuring equitable participation and learning in science, including the meeting of Performance Expectations (PE) for all students with attention to building on their prior interests and identities in culturally relevant ways. Occasionally engages educators in experiences and research-based examples for connecting science teaching to broader issues of relevance to students and their communities.</td>
<td>Integrates only a few strategies that promote equitable participation in science learning for all learners. Conveys a stance in PD that not all students are capable of learning complex science. Does not define, model, discuss, or demonstrate forms of equitable science teaching. Limited or no modeling of strategies for ensuring equitable participation and learning in science, including the meeting of Performance Expectations (PE) for all students with attention to building on their prior interests and identities in culturally relevant ways. Minimally engages educators in experiences and research-based examples for connecting science teaching to broader issues of relevance to students and their communities.</td>
</tr>
<tr>
<td><strong>Modeling of curricular intent and material usage</strong></td>
<td><strong>D</strong>emonstrates teaching strategies consistent with three-dimensional learning but does not provide supports for the integration of those strategies into classroom practice consistent with the desired shifts in teaching and learning introduced throughout the Professional Development experience.</td>
<td><strong>I</strong>nforms participants about teaching strategies consistent with three-dimensional learning but does not provide supports for the integration of those strategies into classroom practice consistent with the desired shifts in teaching and learning introduced throughout the Professional Development experience.</td>
<td><strong>M</strong>odels teaching strategies consistent with three-dimensional learning and provides supports for the integration of those strategies into classroom practice consistent with the desired shifts in teaching and learning introduced throughout the Professional Development experience.</td>
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**STATE OF DELAWARE**  
Department of Education

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Approved by Legal Counsel 1/29/2020
<table>
<thead>
<tr>
<th>Beliefs and knowledge from educators and collaboration</th>
<th>Across experience levels (e.g., norms setting, grouping strategies).</th>
<th>Across experience levels (e.g., norms setting, grouping strategies).</th>
<th>Across experience levels (e.g., norms setting, grouping strategies).</th>
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</thead>
<tbody>
<tr>
<td>Significant connection of ideas and teaching strategies introduced during the professional development experiences to educators’ current beliefs, teaching strategies, and goals for learning.</td>
<td>Moderately engages in formative assessment to adjust to meet needs of participants. Surveys attitudinal shifts in educators and students before and after implementation of greater integration of three dimensions into teaching.</td>
<td>Does not engage in formative assessment to adjust to meet needs of participants. Does not survey attitudinal shifts in educators and students before and after implementation of greater integration of three dimensions into teaching.</td>
<td>Does not engage in formative assessment to adjust to meet needs of participants. Does not survey attitudinal shifts in educators and students before and after implementation of greater integration of three dimensions into teaching.</td>
</tr>
<tr>
<td>Collaborates with Science Coalition and participants in advance of the professional development to develop a set of clear goals for the learning experience.</td>
<td>Collaborates with Science Coalition but not the participants in advance of the professional development to develop a set of goals for the learning experience.</td>
<td>Collaborates with Science Coalition but not the participants in advance of the professional development to develop a set of goals for the learning experience.</td>
<td>Collaborates with Science Coalition but not the participants in advance of the professional development to develop a set of goals for the learning experience.</td>
</tr>
<tr>
<td>Gather and use educator prior knowledge and beliefs about science teaching and methods to use in designing professional development opportunities. Attends to difference between educators’ understand of teaching strategies and student learning and those depicted in the Framework.</td>
<td>Use educator prior knowledge and beliefs about science teaching methods but do not change the professional development design. Attends to difference between educators’ understanding of teaching strategies and student learning and those depicted in the Framework.</td>
<td>Use educator prior knowledge and beliefs about science teaching methods but do not change the professional development design. Attends to difference between educators’ understanding of teaching strategies and student learning and those depicted in the Framework.</td>
<td>Use educator prior knowledge and beliefs about science teaching methods but do not change the professional development design. Attends to difference between educators’ understanding of teaching strategies and student learning and those depicted in the Framework.</td>
</tr>
<tr>
<td>Create opportunities for educators to reflect on similarities and differences between their existing teaching strategies and the strategies used in the</td>
<td>Limited opportunities for educator reflection.</td>
<td>Limited opportunities for educator reflection.</td>
<td>Limited opportunities for educator reflection.</td>
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</table>

## Limited opportunities for educator reflection.
| Cross-curricular connections | Significant evidence of the incorporation of curriculum connections among state standards for science, mathematics, English language arts, and social studies. Designs professional development experience that makes meaningful curricular connections with the different subject matter areas (science, mathematics, ELA, social studies) and aligns to standards across all subjects for that grade level. Models ways to implement a new vision for science education that include cross-subject integration models consistent with the science standards. Engages educators in model three-dimensional lessons and integrating research-based approaches to teaching and learning of the non-science subjects into three-dimensional science investigations. Engages educators in reflection on important learning processes associated with cross-subject integration (e.g. how writing teaching engages students in reflecting on science reasoning, how the practices of mathematics supports students reasoning about relationships between variables in a science investigation.) | Moderate evidence of the incorporation of curriculum connections among state standards for science, mathematics, English language arts, and social studies. Designs a professional development experience that makes meaningful curricular connections with the different subject matter areas (science, mathematics, ELA, social studies), but the investigation may not align to standards across all subjects for that grade level. Present ways to implement a new vision for science education that include cross-subject integration models consistent with the science standards. Supports educators in integrating research-based approaches to teaching and learning of the non-science subjects into three-dimensional science investigations. Shares the importance of learning processes associated with cross-subject integration work (e.g. how writing teaching engages students in reflecting on science reasoning, how the practices of mathematics supports students reasoning about relationships between variables in a science investigation.) | Little to no evidence of the incorporation of curriculum connections among state standards for science, mathematics, English language arts, and social studies. Designs a professional development experience with poor or without meaningful curricular connections with the different subject matter areas (science, mathematics, ELA, social studies) of alignment of standards across all subjects for that grade-level. Only present ways to science teaching has changed and do not include cross-subject connections to other subject areas. Do not engage educators in reflecting on learning processes associated with cross-subject integration work. |

<p>| Cost Effectiveness | Professional Development is competitively priced and offered over a span of time. | Professional Development is somewhat competitively priced, but minimal professional development is available. | Professional Development is not competitively priced and professional development is minimal. |</p>
<table>
<thead>
<tr>
<th><strong>competitively priced and offered over a span of time.</strong></th>
<th>Multiple options are available to maximize the return on investment.</th>
<th>Limited options are available to maximize the return on investment</th>
<th>No options are available to maximize the return on investment</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience</strong></td>
<td>Significant evidence of experience working with the NGSS and makes connections to the curricular resource(s), teaching adult learners, using differentiation strategies, and knowledge &amp; usage of the science professional learning standards.</td>
<td>Moderate evidence of experience working with the NGSS and makes connections to the curricular resource(s), teaching adult learners, using differentiation strategies, and knowledge &amp; usage of the science professional learning standards.</td>
<td>Little to no evidence of experience working with the NGSS and makes connections to the curricular resource(s), teaching adult learners, using differentiation strategies, and knowledge &amp; usage of the science professional learning standards.</td>
</tr>
<tr>
<td><strong>Professional Development design is significantly influenced by current research in effective teaching and learning of science.</strong></td>
<td>Professional Development design is moderately influenced by current research in effective teaching and learning of science.</td>
<td>Professional Development design does not appear to be influenced by current research in effective teaching and learning of science.</td>
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</table>

**Total: 9x5=45 points**  
**Total Points x 2.22 = Score**
Science Instructional Resources

(teacher manuals, textbooks, student print materials, online resources, etc.)

Delaware has adopted the Next Generation Science Standards (NGSS) informed by A Framework for K-12 Science Education. These standards were developed based on years of research into not only what content students need to become informed, science-literate citizens, and college & career ready but also research into how students learn science. Delaware recognizes that this big shift in science standards must be accompanied by high quality, aligned instructional curricular resources to support teachers in the classroom.

Instructional resources should have the following student components:

A. **Progressions of Learning:** Within a program, learning experiences are more likely to help students develop a greater sophistication of understanding of the elements of SEPs, CCCs, and DCIs when teacher materials.
   
   a) Make it clear how each of the three dimensions builds logically and progressively over the course of the program and make clear how students
   
   - Engage in the science and engineering practices with increasing grade level appropriate complexity over the course of the program
   
   - Utilize the crosscutting concepts with increasing grade level appropriate complexity over the course of the program.
   
   - Engage in grade level/band appropriate disciplinary core ideas
   
   - Make clear how the performance expectations are addressed in the program
   
   b) Provide a rationale for a logical sequence and treatment the standards including the Engineering, Technology, and Application of Science (ETS) portions of the NGSS

B. **Unit to Unit Coherence:** Units across a program demonstrate coherence when student materials:

   - Are designed with an appropriate sequence and development of DCIs, CCCs, and SEPs to support students in demonstrating learning across a program as they figure out phenomena/problems
   
   - Make explicit connections from one unit to the next across the three dimensions to connect prior learning, current learning, and future learning as student figure out phenomena/problems
   
   - Support student in making connections across units and disciplines by helping students negotiate understandings that are more sophisticated and abilities.

C. **Program Assessment System:** Over the course of the program, teacher materials demonstrate a system of assessments that:

   - Coordinates the variety of ways student learning is monitored to provide information to students and teachers regarding student progress for all three dimensions of the standards and toward proficiency at the identified grade level/band performance expectation.
Curricular resources should have the following teacher components:

A. Phenomenon-/Problem-Driven Three-Dimensional Learning.
   Teacher materials provide:
   - Background information about the phenomena or problems included in the learning sequence and across sequences.
   - An explanation of the role of phenomena or problems in driving student learning.
   - Rationale for why the unit phenomena or problems were selected for the targeted Disciplinary Core Ideas, Science and Engineering Practices, and Crosscutting Concepts.

B. Coherence.
   Teacher materials describe and provide a rationale for:
   - The conceptual framework and sequence of ideas, practices, and learning experiences in the learning sequences and across sequences.
   - Strategies for linking student experiences across lessons to ensure student sense making and/or problem solving focused on phenomena or problems is linked to learning across all three dimensions.
   - Connections to other science domains, nature of science, engineering, technology, and applications of science, math, and English language arts.

C. Effective Teaching
   Teacher materials support the use of and provide a rationale and evidence of effectiveness for strategies that
   - Support students in learning through authentic and meaningful phenomena or design problems.
   - Support student learning across the three dimensions.
   - Make student thinking visible; promote reasoning, sense making, and problem-solving; challenge student thinking; and develop metacognitive abilities.

D. Support for Students with Diverse Learning Needs.
   Teacher materials provide an array of strategies
   - To support student access to the targeted learning goals, experiences, and performances.
   - That help teachers differentiate instruction.
   - To provide meaningful to access for English learners of varying English language abilities
   - To support immersion students (Student materials in Spanish are required; Mandarin Chinese (simplified) preferred -This includes all PowerPoints and video clips).
E. Support to Monitor Student Progress.

Materials provide support for teachers to
• Monitor student learning and progress over time.
• Make decisions about instruction and provide feedback to students.

Questions to be answered in this RFP:

1. How does a phenomenon/problem organize the learning throughout each unit?
2. How are learning opportunities sequenced to enable students to make sense of the phenomenon or problem?
3. What is the path of student thinking from their prior knowledge to the expected three-dimensional learning outcomes?
4. How do students show/demonstrate their three-dimensional understanding of the phenomenon?
5. How are students using the three dimensions of the NGSS to make sense of phenomena or design solutions to a problem?
6. How are students modeling, collecting their own evidence and constructing their own explanations connected to the science content in the phenomenon for each unit?
7. How do strategies link student experiences across lessons to ensure student sense making and/or problem solving focus on phenomena or problems is linked to learning across all three dimensions?
8. What connections to other science domains, nature of science, engineering, technology, and applications of science, math and English language arts are in each unit?
9. What resources are provided to support student access to the targeted learning goals, experiences, and performances for diverse learning needs?
10. What supports are in place to monitor student progress over time and support three-dimensional assessments?

Supports with Technology

Course content should be able to be delivered through our state-wide Learning Management System (LMS), Schoology. Examples of integrations are Learning Tools Interoperability (LTI) or Thin Common Cartridge, etc. Course content should also be able to be delivered through the vendor’s platform for our districts/charter schools who do not have Schoology access for students.

Vendor technology support should be agile enough to provide support at the state level as well as at the individual district/charter school level. When technology and/or resources are available online, a detailed description of the vendor’s technology support plan must be included as part of the proposal.

When technology and/or resources are available online, a description of how the vendor will address the Accessibility and Interoperability portions of the contract must be included as part of the proposal.
Action Item:

Provide documentation on how each grade level unit/topic will:

- Address the questions above in the curriculum and curricular resources.
- Address the NGSS Performance Expectations. [https://www.nextgenscience.org/search-standards](https://www.nextgenscience.org/search-standards)
- Show support for understanding unit coherence and helping students link experiences to learning across all three dimensions and to phenomena or problems,
- How the materials provide rationale and robust support for implementing strategies that enhance student performances as well as thinking and metacognition while supporting diverse learners.
### Rubric for Curricular Resource (Reference @2019 BSCS Science Learning)

<table>
<thead>
<tr>
<th>Section</th>
<th>5-High Quality</th>
<th>3-Medium Quality</th>
<th>1-Low Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Phenomenon/Problem Driven Three-Dimensional Learning.</strong></td>
<td>Materials provide clear guidance to teachers on how students develop, use, and integrate the three dimensions to make sense of phenomena or design solutions to problems.</td>
<td>Materials provide some guidance to teachers about how students develop, use, and integrate the three dimensions to make sense of phenomena or design solutions to problems.</td>
<td>Materials provide little guidance on developing, using, or integrating the three dimensions to make sense of phenomena or design solutions to problems.</td>
</tr>
<tr>
<td><strong>Coherence.</strong></td>
<td>Materials provide strong support for understanding unit coherence and helping students link experiences to learning across all three dimensions and to phenomena or problems.</td>
<td>Materials provide some support for understanding unit coherence and helping students link experiences to learning across all three dimensions and to phenomena or problems.</td>
<td>Materials provide little support for understanding unit coherence and helping students link experiences to learning across all three dimensions and to phenomena or problems.</td>
</tr>
<tr>
<td><strong>Effective Teaching Strategies.</strong></td>
<td>Materials provide rationale and robust support for implementing strategies that enhance student performances, thinking, and metacognition.</td>
<td>Materials provide some rationale and support for implementing strategies that enhance student performances, thinking, and metacognition.</td>
<td>Materials provide little rationale and support for teachers to implement strategies that enhance student performances, thinking, and metacognition.</td>
</tr>
<tr>
<td><strong>Support for Students with Diverse Learning Needs.</strong></td>
<td>Materials include robust and comprehensive strategies for supporting learners with diverse needs.</td>
<td>Materials include some robust strategies for supporting learners with diverse needs.</td>
<td>Materials include few robust strategies for supporting learners with diverse needs.</td>
</tr>
<tr>
<td><strong>Support to Monitor Student Progress.</strong></td>
<td>Materials provide robust support for interpreting and using data generated from assessments.</td>
<td>Materials provide some support for interpreting and using data generated from assessments.</td>
<td>Materials provide little support for interpreting and using data generated from assessments.</td>
</tr>
<tr>
<td><strong>Cost Effectiveness</strong></td>
<td>Materials are competitively priced and have minimum cost on a year-to-year basis.</td>
<td>Materials are competitively priced, but additional costs on a yearly basis.</td>
<td>Materials are not competitively priced.</td>
</tr>
</tbody>
</table>

Total: 6x5=30 points  Total points x 3.33 = **Score**
Science Kits/Materials and Services

The third component of this RFP is for the successful bidder(s) to supply science kits and/or materials.

The Delaware Science Coalition operates a Science Materials Resource Center to coordinate the shipping, purchasing, and refurbishing of science materials. The centralized purchasing and distribution of science materials is one of the major components of the DE Science Coalition program. The successful bidder(s) will work closely with the Science Materials Resource Center manager, or designee, to provide individuals components of a science kit, partial/custom kits, and/or whole kits for use at the high school level. In addition, the successful bidder(s) will continue to provide required materials upon request in order to maintain supplied kits along with specific packaging arrangements/services during the school year. The successful bidder(s) must be prepared to support large bulk purchasing during various times throughout the school year.

Specification of Materials

Quality and durability are important attributes when considering materials. Vendors should supply identical components in all “topical” specific kits (i.e. same manufacturer, same size, same characteristics, etc.). The successful bidder(s) may be asked to provide options for meeting unique packaging needs and/or shipping needs. For example, packaging quantities of 50, 100 or 1000 plastic or Styrofoam 9-ounce cups or bagging components into large bags aligned with specific activities in the curriculum. Glass containers and other glass products need to be substituted when at all possible to avoid injury during use and/or shipping. All chemicals must include Safety Data Sheets (SDS).

The successful bidder(s) will supply whole science kits using bins or shipping totes that are able to be nested when lids are open for maximum space savings. Bins with ergonomic handles for easy lifting, easy to clean interiors, injection-molded HDPE construction that resists impact, moisture and most chemicals are preferred. Bins should be able to have customization and identification options available, be backed by a one-year limited warranty, and be 100% recyclable. A vendor should note in the response if this request can be met.

Living Organisms

Where applicable, the successful bidder(s) will also supply living organisms to support the instructional science implementation. The successful bidder(s) will have an established delivery system that ensures that adequate living materials are supplied to schools in a timely manner. In addition, bidders must outline their system/plan for addressing immediate replacement of living materials that dead upon receipt. Successful bidders need to check the state regulations for what species of living organisms are permitted in the state of Delaware. Invasive species are not permitted and should be replaced with acceptably similar non-invasive organisms. A vendor should note in the response if this request can be met.
Science Kit Inventory Lists/Logistics

The bidder(s) application must provide a kit inventory list including teacher supplied and school supply materials for each “topical” kit for each grade level. If the curriculum is not distributed in a science kit format, then specific materials list must accompany the submission. Lists should identify which materials are consumables and which are non-consumable. Pricing should be provided for whole kits, partial kits, and/or individual components. Shipping rates must also be included in the submission. The state reserves the right to request a free sample of the proposed kit for testing to confirm the kit produces the intended outcome.

Questions to be answered in this RFP:

1. What experience does the vendor have with providing high quality science materials and/or kit materials with support of refurbishment supplies to schools/districts on a large scale level?
2. What evidence of past bulk order supplies for school/district or statewide implementation is available from the vendor?
3. What evidence of the ability to meet strict timelines can be made available by the vendor relevant to large-scale shipments inclusive of living organisms as appropriate?
4. What evidence does the vendor have to support their ability to provide flexibility/adjustments to meet the DE Science Coalition’s needs?
5. What is the projected budget estimate for this project based on a year-to-year timeline? What is the projected cost of ongoing refurbishment?
6. What systems does the vendor have in place for supporting shipping materials, product quality and logistic inquiries (i.e. help desk, hours operation, etc.)?

Action Item:

Develop a materials component/partial kit or kit plan or plan(s) that:

- address questions listed above
- describes how the vendor would develop a project timeframe with DDOE
- describes how the vendor will provide ongoing support to the centralize science materials center after the initial purchase
# Rubric for materials component/partial kit or kit plan

<table>
<thead>
<tr>
<th>Indicators</th>
<th>5-High Quality</th>
<th>3-Medium Quality</th>
<th>1-Low Quality</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Experience</strong></td>
<td>Vendor provides evidence of experience with providing high quality science materials, component, partial kits, and/or whole kits and can support refurbishment supplies to schools/districts on a statewide level.</td>
<td>Vendor provides evidence of experience with providing high quality science materials, components/partial kits and/or whole kits.</td>
<td>Vendor has little to no experience with providing high quality science materials, components/partial kits and/or whole kits.</td>
</tr>
<tr>
<td><strong>Supporting Large Scale Adoption of Educational Materials</strong></td>
<td>Vendor has the ability to adjust materials to fit specific needs (i.e. upgraded materials due to poor quality, supplemental materials if basic inventory is not sufficient, pre-packaging of materials in a specific manner, etc.)</td>
<td>Vendor can support refurbishment supplies to schools/districts on a statewide level, but can only offer limited, basic components and cannot make adjustments to meet custom needs.</td>
<td>Vendor can support only stock materials (i.e. no customization is possible by the vendor).</td>
</tr>
<tr>
<td><strong>Bulk Ordering, Customer Service, and Timeline</strong></td>
<td>Vendor can provide significant evidence of the ability to deliver on bulk orders for schools/districts on a statewide level.</td>
<td>Vendor can provide moderate evidence of the ability to deliver on bulk orders for schools/districts on a statewide level.</td>
<td>Vendor can provide little to no evidence of the ability to deliver on bulk orders for schools/districts on a statewide level.</td>
</tr>
<tr>
<td></td>
<td>Vendor can provide significant evidence of the ability to deliver in an established timeframe developed by the vendor(s) and client. This includes living organisms where applicable.</td>
<td>Vendor can provide moderate evidence of the ability to deliver in an established timeframe developed by the vendor(s) and client. This includes living organisms where applicable.</td>
<td>Vendor can provide little to no evidence of the ability to deliver in an established timeframe developed by the vendor(s) and client. This includes living organisms where applicable.</td>
</tr>
<tr>
<td></td>
<td>The vendor has strong systems in place to ensure quality control and are available for assistance (i.e. customer support line established for help 24/7 and/or a representative is available during 7:00 am-5:00 pm EST).</td>
<td>The vendor has moderate systems in place to ensure quality control and are available for assistance on a limited basis (i.e. customer support line established, but is available for limited time frames and/or specific time zones).</td>
<td>The vendor has weak or no systems in place to ensure quality control and are not available for assistance or assistance is very limited (i.e. only via generic email)</td>
</tr>
<tr>
<td><strong>Cost Effectiveness</strong></td>
<td>Materials/kits AND refurbishment items are competitively priced.</td>
<td>Only materials/kits OR refurbishment items are competitively priced.</td>
<td>Neither materials/kits OR refurbishment items are competitively priced.</td>
</tr>
<tr>
<td></td>
<td>Shipping rates are minimal</td>
<td>Shipping rates are high (5% -</td>
<td>Shipping rates are significant</td>
</tr>
<tr>
<td>Quality of Materials</td>
<td>&lt;=5% or free shipping is provided by the vendor. Little to no extra materials are needed to be provided by the teacher and/or school.</td>
<td>10% and free shipping is not provided by the vendor. Several extra materials are needed to be provided by the teacher and/or school.</td>
<td>&gt;10% and free shipping is not provided by the vendor. A significant amount of extra materials are needed to be provided by the teacher and/or school.</td>
</tr>
</tbody>
</table>

Total: 5x4=20 points  Total points x 5 = score