

**Delaware Department of Education
University of Delaware Contract**

RFP # DOE-2016-01

This Agreement ("Agreement") is entered into as of September 15, 2015 ("Effective Date") and will end on September 15, 2016, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE, and **University of Delaware**, hereafter referred to as UD.

WHEREAS, DDOE desires to obtain certain services to provide technical assistance for and support of the project known as the "21st Century Community Learning Centers" (21 CCLC). Services will be provided through on-site technical assistance, direct and responsive correspondence, and the planned distribution of information and resource materials.; and

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

WHEREAS, DDOE and UD 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 UD agree as follows:

1. Services.

1.1 UD 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 the Statement of Work (including any amendments or modifications thereto); (b) DDOE's request for proposals, attached hereto as Appendix B; and (c) UD's response to the request for proposals, attached hereto as Exhibit 1. 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 UD 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 UD, 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 UD for any aspect of its

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

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

2. Payment for Services and Expenses.

2.1 The term of the initial contract shall be from September 15, 2015 through September 15, 2016.

2.2 DDOE will pay UD 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 C.

2.3 DDOE's obligation to pay UD for the performance of services described in Appendix A, Statement of Work will not exceed the fixed fee amount of \$143,990.00. It is expressly understood that the work defined in the appendices to this Agreement must be completed by UD and it shall be UD'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 UD.

2.4 UD shall submit invoices in accordance with Statement of Work; Appendix A. 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 UD a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt. DDOE's failure to pay any amount of an invoice that is not the subject of a good-faith dispute within thirty (30) days of receipt shall entitle UD to charge interest on the overdue portion at no more than 1.0% per month or 12% per annum. All payments should be sent to UD, Cashiers Office, 116 Student Services Building, Newark, DE 19716.

2.5 Unless provided otherwise in an Appendix, all expenses incurred in the performance of the services are to be paid by UD. If an Appendix specifically provides for expense reimbursement, UD shall be reimbursed only for reasonable expenses incurred by UD 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 UD all damages, costs and expenses caused by UD's negligence, resulting from or arising out of errors or omissions in UD's work products, which have not been previously paid to UD.

2.8 Invoices shall be submitted to: John Hulse, 21CCLC Program Manager, Delaware Department of Education, 401 Federal Street, Suite 2, Dover, DE 19901

3. Responsibilities of UD.

3.1 UD shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by UD, its subcontractors and its principals, officers, employees and agents under this Agreement. In performing the specified services, UD shall follow practices consistent with generally accepted professional and technical standards. UD 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, UD shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. UD shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE directly caused by UD's failure to ensure compliance with DTI standards.

3.2 It shall be the duty of the UD 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. UD will not produce a work product that violates or infringes on any copyright or patent rights. If deficiencies in the services specified in the Statement of Work require revisions or corrections, UD and DDOE will work together in good faith to establish a remediation plan whereby vendor will correct any deficiencies.

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

this Agreement.

3.4 UD shall appoint Key Personnel and a Project Manager who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Project Manager, or by UD's associates and employees under the personal supervision of the Project Manager.

Project	Team	Title	% of Project Involvement
21CCLC	Teresita Cuevas	Project Director	100%
21CCLC	Debby Boyer	Project Coordinator	10%

As mutually agreed by the parties, the individuals listed above shall be designated Key Personnel and be subject to Section 3.5 below.

3.5 Performance of Key Personnel assigned by UD will be monitored by DDOE, who will provide documented quarterly assessments of the progress of the work to UD to ensure that the work, as specified in the attached Statement of Work, is being performed according to DDOE standards. Upon a documented determination by DDOE that Key Personnel assigned by UD are ineffective in the performance of the work enumerated in the Statement of Work, the parties will communicate in good faith to reassign Key Personnel to perform other services and develop a mutually acceptable replacement plan. Should the parties mutually agree that Key Personnel need to be diverted off the project for what are now unforeseeable circumstances, the parties will work out a mutually agreeable transition plan to replace said personnel.

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

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

3.8 UD has or will retain such employees as it may need to perform the services required by this Agreement.

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

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

4. Time Schedule.

4.1 A project schedule is included in Appendix C.

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

5. State Responsibilities.

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

5.3 The services performed by UD 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 UD 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 UD. It is understood that DDOE's representatives' review comments do not relieve UD 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 UD 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.

UD shall return any original data provided by DDOE.

5.6 DDOE shall assist UD 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 UD 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 UD's name, either express or implied, in any of its advertising or sales materials. UD reserves the right to reuse the nonproprietary data and the analysis of industry-related information in its continuing analysis of the industries covered.

6. Work Product.

6.1 All materials, information, documents, and reports, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by UD 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. UD shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by DDOE. DDOE shall have the right to reproduce all documentation supplied pursuant to this Agreement.

6.2 UD 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 UD retains title, whether individually by UD or jointly with DDOE. Any and all source code developed in connection with the services provided will be provided to DDOE, and the aforementioned right and license shall apply to source code. The parties will cooperate with each other and execute such other documents as may be reasonably deemed necessary to achieve the objectives of this Section.

6.3 In no event shall UD 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, UD shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques within the scope of its consulting practice that are used in the course of providing the services.

6.4 Notwithstanding anything to the contrary contained herein or in any attachment hereto, any and all intellectual property or other proprietary data

owned by UD prior to the effective date of this Agreement (“Preexisting Information”) shall remain the exclusive property of UD even if such Preexisting Information is embedded or otherwise incorporated into materials or products first produced as a result of this Agreement or used to develop such materials or products. DDOE’s rights under this section shall not apply to any Preexisting Information or any component thereof regardless of form or media.

7. Confidential Information.

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

8. Warranty.

8.1 UD warrants that its services to be provided pursuant to the Statement of Work will be performed in a good and workmanlike manner. UD agrees to re-perform any work not in compliance with the Statement of Work 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 UD for DDOE in connection with the provision of the Services, UD shall pass through or assign to DDOE the rights UD 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 UD shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys’ fees) directly arising out of (A) the negligence or other wrongful conduct of the UD, its agents or employees, or (B) UD’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) UD shall have been notified promptly in writing by DDOE of any notice of such claim; and (ii) UD shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise.

9.2 If DDOE promptly notifies UD in writing of a third party claim against DDOE that any Deliverable infringes a copyright or a trade secret of any third party, UD will defend such claim at its expense and will pay any costs or damages that may

be finally awarded against DDOE. UD 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 UD; (3) DDOE's use of the Deliverable in combination with any product or information not owned or developed by UD; (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 UD's opinion is likely to be, held to be infringing, UD 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 UD's entire liability with respect to infringement.

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

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

10. Employees.

10.1 UD has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by UD 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 involved, significant 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 contemplated in this Agreement.

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 UD 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, UD 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. UD 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 UD acknowledges that UD and any subcontractors, agents or employees employed by UD 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 UD shall be responsible for providing liability insurance for its personnel.

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

12. Suspension.

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

12.2 In the event DDOE suspends performance by UD for any cause other than the error or omission of the UD, for an aggregate period in excess of 30 days, UD shall be entitled to an equitable adjustment of the compensation payable to UD under this Agreement to reimburse UD for additional costs occasioned as a result

of such suspension of performance by DDOE based on appropriated funds and approval by DDOE.

13. Termination.

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

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

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

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

13.3 If termination for default is effected by DDOE, DDOE will pay UD 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 UD at the time of termination may be adjusted to the extent of any additional costs occasioned to DDOE by reason of UD'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 UD shall cease conducting business, DDOE shall have the right to make an unsolicited offer of employment to any employees of UD assigned to the performance of the Agreement, notwithstanding the provisions of Section 10.2.

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

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

13.6 Gratuities.

13.6.1 DDOE may, by written notice to UD, 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 UD or any agent or representative of UD to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.

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

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

14. **Severability.**

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

15. **Assignment; Subcontracts.**

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

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

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

15.4 UD shall be and remain liable for all damages to DDOE caused by negligent

performance or non-performance of work under this Agreement by UD, its subcontractor or its sub-subcontractor.

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

19.2 If the scope of any provision of this Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the

whole of such provisions of the Agreement shall not thereby fail, but the scope of such provision shall be curtailed only to the extent necessary to conform to the law.

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

20. Miscellaneous Provisions.

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

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

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

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

20.5 UD acknowledges that DDOE has an obligation to ensure that public funds are not used to subsidize private discrimination. UD 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 UD in breach of the Agreement, terminate the Agreement, and designate UD as non-responsible.

20.6 UD warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, DDOE shall have the right to annul this contract without liability

or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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

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

21. Insurance.

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

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

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

Delaware Department of Education

401 Federal Street, Suite 2
Dover, DE 19901

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

22. Assignment of Antitrust Claims.

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

23. Governing Law.

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

24. Notices.

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

CONTRACTOR: Dawn Jory
Contract & Grant Administrator
University of Delaware
Newark, DE 19716
Phone No. (302) 831-3503
Fax No. (302) 831-4690

DDOE: David Blowman
Deputy Secretary
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:

John H. Hulse



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

University of Delaware
Original on File

Authorized Official

9-24-15

Date

Original on File

Delaware Department of Education
Original on File

David Blowman
Deputy Secretary

9/17/15

Date

Original on File

Finance Director

Principal Investigator

9/18/15

Date

Branch Associate Secretary

9/11/15

Date

N/A
Workgroup Director
Initials

Appendix A

Scope of Services:

The selected provider will provide technical assistance for and support to the Delaware Department of Education's (DDOE) project known as the "21st Century Community Learning Centers" (21st CCLC), which: 1. Provides academic enrichment opportunities during non-school hours for students attending high-poverty and low-performing schools; 2. Offers students a broad array of enrichment activities that can complement their regular academic programs; 3. Helps students meet state and local student standards in core academic subjects, such as reading and math, and; 4. Offers literacy and other educational services to the families of participating children.. The initial term of this support is three years (see D.2 for further information). Services will be provided through on-site technical assistance, direct and responsive correspondence, and the planned distribution of information and resource materials.

The selected provider, in collaboration with the DDOE, will develop professional development opportunities, to include identifying regional learning opportunities, which address areas of need identified through observed and reported program needs, individual subgrantee monitoring events, and support the implementation of best practices targeted to the individual needs of 21st CCLC subgrantees.

The selected provider will develop, and facilitate the use of, a self-assessment tool, based on best practices, to be utilized by individual subgrantees that use relevant program data to inform decision-making, determine the effectiveness of programming on student achievement, and for the purpose of identifying technical assistance needs. A technical assistance plan, resulting from each 21st CCLC subgrantee's self-assessment, will be developed and implemented by the selected provider and tailored to each individual subgrantee's needs.

The selected provider will partner with 21st CCLC subgrantees to conduct a quarterly assessment to determine the effectiveness of their programs on student achievement.

Support to be provided on the following deliverables includes, but is not limited to:

- Comprehensive annual calendar of technical assistance for subgrantees;
- Technical assistance, professional development, and resource materials that are responsive to the unique needs and circumstances of 21st CCLC subgrantees;
- Increase subgrantees' access to and use of up-to-date research-based practices and emerging promising practices for afterschool programs;
- Increase subgrantees' knowledge and use of strategies, tools, and procedures through which they can continually assess effectiveness and improve program quality;
- 21st CCLC subgrantee self-assessment tool with a clear strategy for implementing the use of the tool;
- Subgrantee site specific technical assistance plan based on a comprehensive assessment of individual site needs, developed and updated through individual quarterly meetings with each subgrantee;
- One statewide 21st CCLC subgrantee Annual Meeting/Professional Development opportunity annually;
- Bi-annual technical assistance status reports;
- Project management meetings conducted by phone once per month, and;
- Other services as mutually defined by DDOE and the TA provider

**REQUEST FOR
PROPOSALS FOR PROFESSIONAL SERVICES
21st Century Community Learning Centers
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
RFP # DOE 2016-01**

I. Overview

The State of Delaware Department of Education (DDOE), seeks technical assistance for and support of the Delaware Department of Education's (DDOE) project known as the "21st Century Community Learning Centers" (21st CCLC). Services will be provided through on-site technical assistance, direct and responsive correspondence, and the planned distribution of information and resource materials. This request for proposals ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: July 20, 2015
Deadline for Questions	Date: July 24, 2015
Response to Questions Posted by:	Date: July 27, 2015 (midnight local time)
Deadline for Receipt of Proposals	Date: August 3, 2015 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: August 17, 2015

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm's interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3). Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. The State of Delaware Department of Education reserves the right to deny any and all exceptions taken to the RFP requirements.

MANDATORY PREBID MEETING

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

II. Scope of Services

The selected provider will provide technical assistance for and support to the Delaware Department of Education's (DDOE) project known as the "21st Century Community Learning Centers" (21st CCLC), which: 1. Provides academic enrichment opportunities during non-school hours for students attending high-poverty and low-performing schools; 2. Offers students a broad array of enrichment activities that can complement their regular academic programs; 3. Helps students meet state and local student standards in core academic subjects, such as reading and math, and; 4. Offers literacy and other educational services to the families of participating children.. The initial term of this support is three years (see D.2 for further information). Services will be provided through on-site technical assistance, direct and responsive correspondence, and the planned distribution of information and resource materials.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

The selected provider, in collaboration with the DDOE, will develop professional development opportunities, to include identifying regional learning opportunities, which address areas of need identified through observed and reported program needs, individual sub grantee monitoring events, and support the implementation of best practices targeted to the individual needs of 21st CCLC sub grantees.

The selected provider will develop, and facilitate the use of, a self-assessment tool, based on best practices, to be utilized by individual sub grantees that use relevant program data to inform decision-making, determine the effectiveness of programming on student achievement, and for the purpose of identifying technical assistance needs. A technical assistance plan, resulting from each 21st CCLC sub grantee's self-assessment, will be developed and implemented by the selected provider and tailored to each individual sub grantee's needs.

The selected provider will partner with 21st CCLC sub grantees to conduct a quarterly assessment to determine the effectiveness of their programs on student achievement.

Support to be provided on the following deliverables includes, but is not limited to:

- Comprehensive annual calendar of technical assistance for sub grantees;
- Technical assistance, professional development, and resource materials that are responsive to the unique needs and circumstances of 21st CCLC sub grantees;
- Increase sub grantees' access to and use of up-to-date research-based practices and emerging promising practices for afterschool programs;
- Strengthen sub grantees' skills for embedding academic content into afterschool activities;
- Increase sub grantees' knowledge and use of college and career readiness strategies;
- Increase sub grantees' knowledge and use of social-emotional learning strategies;
- Increase sub grantees' knowledge and use of effective strategies for collaborating with schools, families, and community organizations;
- Increase sub grantees' knowledge and use of program management approaches that strengthen program effectiveness and sustainability;
- Increase sub grantees' knowledge and use of strategies, tools, and procedures through which they can continually assess effectiveness and improve program quality;
- 21st CCLC sub grantee self-assessment tool with a clear strategy for implementing the use of the tool;
- Sub grantee site specific technical assistance plan based on a comprehensive assessment of individual site needs;
- One statewide 21st CCLC sub grantee Annual Meeting/Professional Development opportunity annually;
- Bi-annual technical assistance status reports;
- Project management meetings conducted by phone once per month, and;
- Other services as mutually defined by DDOE and the TA provider.

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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section IV, subsection D, Item 5, sub e.
5. Provide response to Employing Delawareans Report (Attachment 9)

B. General Evaluation Requirements

1. Experience and Reputation. The DDOE requires evidence of a well-documented plan which should outline the experience of a highly-experienced individual(s).
2. Expertise in this type of project. The successful offeror will be able to document its history with the provision of a broad array of academic enrichment opportunities, including the core academic subjects, for students attending high-poverty and low-performing schools.
3. Timeline and cost structure

IV. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

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

2. Obtaining Copies of the RFP

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

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

**Jacqueline Edge
Delaware Department of Education**

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

**401 Federal Street, Suite #2
Dover, DE 19901-3639
Email Address**

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

7. Organizations Ineligible to Bid

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

8. Exclusions

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

- a. Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
 - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
 - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

- 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 and 5 electronic copies on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

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

- Narrative limited to 30 pages maximum;
- Typewritten;
- Line spacing of 1.5;
- Twelve-point font, using an easy-to-read font such as Arial, Times New Roman, etc;
- Charts and graphs may be single spaced and use no smaller than 10-point type;
- One-inch (1") side, top, and bottom margins;
- Footer on each page with page number and the vendor name;
- Do not attach additional pages or information not requested in the application;
- Stapled (do not use binders or folders when submitting application).

All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time) on July 31, 2015**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

Vendors are directed to clearly print "BID ENCLOSED" and "RFP # DOE 2016-01 – 21st Century Community Learning Centers" on the outside of the bid submission package.

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than **3:00 PM (Local Time) on July 31, 2015**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

3. Proposal Modifications

Any changes, amendments or modifications to a proposal must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted proposal. Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

4. Proposal Costs and Expenses

The DDOE will not pay any costs incurred by any Vendor associated with any aspect of responding to this solicitation, including proposal preparation, printing or delivery, attendance at vendor's conference, system demonstrations or negotiation process.

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **January, 2016**. The DDOE reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

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

8. Non-Conforming Proposals

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the DDOE.

9. Concise Proposals

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

10. Realistic Proposals

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

11. Confidentiality of Documents

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

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

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

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

12. Multi-Vendor Solutions (Joint Ventures)

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

a. Primary Vendor

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

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

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

b. Sub-contracting

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

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

c. Multiple Proposals

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

13. Sub-Contracting

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

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

14. Discrepancies and Omissions

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

a. RFP Question and Answer Process

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at: <https://pubapps.doe.k12.de.us/rfp/submitting/> by **July 24, 2015**. 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. Questions must be filed no later than midnight on **July 24, 2015**. Questions received after that time will not be considered. A copy of the questions and answers will be posted on <http://bids.delaware.gov>.

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

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

18. Notification of Withdrawal of Proposal

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

19. Revisions to the RFP

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

20. Exceptions to the RFP

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

21. Award of Contract

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

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

a. RFP Award Notifications

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

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

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

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

22. Cooperatives

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

C. RFP Evaluation Process

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

1. Proposal Evaluation Team

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

2. Proposal Selection Criteria

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

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

The Team reserves the right to:

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Criteria Weight

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

Criteria	Weight
Understanding of project scope, objectives and requirements (expertise in this type of project)	30%
Vendor and subcontractor experience, qualifications and references (experience and reputation)	20%
Vendor delivery approach with supporting project work plan & schedule (timeline)	30%
Project Cost	20%
Total	100%

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

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

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

D. Contract Terms and Conditions

1. Contract Use by Other Agencies

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

2. General Information

- a. The term of the contract between the successful bidder and DDOE shall be for **3 (three) years** with **3** (three) possible extensions for a period of **3 years** for each extension.
- b. The selected vendor will be required to enter into a written agreement with the DDOE. The DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOE. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The DDOE's standard contract (Attachment 11) will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.

- c. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

3. Collusion or Fraud

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

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

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

4. Lobbying and Gratuities

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

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

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

5. Solicitation of State Employees

Until contract award, vendors shall not, directly or indirectly, solicit any employee of the DDOE to leave the DDOE's employ in order to accept employment with the vendor, its

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

affiliates, actual or prospective contractors, or any person acting in concert with vendor, without prior written approval of the DDOE's contracting officer. Solicitation of DDOE employees by a vendor may result in rejection of the vendor's proposal.

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

6. General Contract Terms

a. Independent Contractors

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

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

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

Vendor agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Vendor for all purposes including any required compliance with the Affordable Care Act by the Vendor. Vendor agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Vendor agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Vendor agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Vendor's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Vendor will waive any separation fee provided an employee works for both the vendor and hiring

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

e. Notice

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

Penny Schwinn
Delaware Department of Education
401 Federal Street, Suite #2
Dover, DE 19901-3639

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

f. Indemnification

1. General Indemnification

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

2. Proprietary Rights Indemnification

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

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

- a. Procure the right for the DDOE to continue using the Product(s);
- b. Replace the Product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the Product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the DDOE agrees to and accepts in writing.

g. Insurance

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the DDOE.
3. During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

a.	Commercial General Liability	\$1,000,000 per occurrence / \$3,000,000 aggregate
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And at least one of the following, as outlined below:

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

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

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

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

h. Performance Requirements

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

i. Vendor Emergency Response Point of Contact

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

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

j. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

k. Costs and Payment Schedules

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

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

l. Penalties

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

m. Termination of Contract

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

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

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

satisfactory work completed on such documents and other materials which are usable to the State.

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

n. Non-discrimination

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

o. Covenant against Contingent Fees

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

p. Vendor Activity

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

q. Vendor Responsibility

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 6, and are subject the approval and acceptance of the DDOE.

r. Personnel, Equipment and Services

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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

s. Fair Background Check Practices

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

t. Work Product

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

u. Contract Documents

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

v. Applicable Law

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

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

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

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

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances,

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

w. Severability

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

x. Scope of Agreement

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

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.

y. 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.

z. 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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOE.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in affect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOE.
8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.

z. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <http://extranet.dti.state.de.us/information/arb/templates.shtml>. 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 to DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

E. RFP Miscellaneous Information

1. No Press Releases or Public Disclosure

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

2. Definitions of Requirements

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

3. Production Environment Requirements

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

F. Attachments

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

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

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STATE OF DELAWARE
DEPARTMENT OF EDUCATION

IMPORTANT – PLEASE NOTE

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

REQUIRED REPORTING

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

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

Reporting is required by Executive Order.

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 1

NO PROPOSAL REPLY FORM

Contract No. **RFP # DOE 2016-01**

Contract Title: **21st Century Community Learning Centers**

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.**

CONTRACT NO.: RFP # DOE 2016-01
CONTRACT TITLE: 21st Century Community Learning Centers
OPENING DATE: Insert Bid Opening date here at 3:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME _____ (Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 4

Contract No. RFP # DOE 2016-01
Contract Title: 21st Century Community Learning Centers

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 5

Contract No. **RFP # DOE 2016-01**
Contract Title: **21st Century Community Learning Centers**

BUSINESS REFERENCES

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

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

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

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

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 6

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING VENDOR		
1. CONTRACT NO. <u>Insert RFP # here</u>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number:	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (Signature)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

9b. TITLE OF PERSON SIGNING		

* Use a separate form for each subcontractor

Attachment 7

[illegible]

33

Attachment 8

State of Delaware

Supplier Tax Id

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 9

Contract No. **RFP # DOE 2016-01**
Contract Title: **21st Century Community Learning Centers**

EMPLOYING DELAWAREANS REPORT

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

1. Number of employees reasonable anticipated to be employed on the project: _____
2. Number and percentage of such employees who are bona fide legal residents of Delaware:

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

3. Total number of employees of the bidder: _____
4. Total percentage of employees who are bona fide residents of Delaware: _____

If subcontractors are to be used:

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 10

State of Delaware
Office of Supplier Diversity
Certification Application

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

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

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



Complete application and mail, email or fax to:

Office of Supplier Diversity (OSD)
100 Enterprise Place, Suite 4

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
Dover, DE 19904-8202
Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: osd@state.de.us
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 11

DOE CONTRACT TEMPLATE

21st Century Community Learning Centers, # RFP # DOE 2016-01

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

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

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

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

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

1. Services.

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

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

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

1.4 *VENDOR NAME* will not be required to make changes to its scope of work that result in *VENDOR NAME*'s costs exceeding the current unencumbered budgeted appropriations for the services. Any claim of either party for an adjustment under

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Section 1 of this Agreement shall be asserted in the manner specified in the writing that authorizes the adjustment.

2. Payment for Services and Expenses.

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

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

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

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

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

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

2.7 DDOE shall subtract from any payment made to VENDOR NAME all damages, costs and expenses caused by VENDOR NAME's negligence, resulting from or arising

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

out of errors or omissions in VENDOR NAME's work products, which have not been previously paid to VENDOR NAME.

2.8 Invoices shall be submitted to:

3. Responsibilities of VENDOR NAME.

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

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

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

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

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

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

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

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

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

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

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

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

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

VENDOR NAME shall return any original data provided by DDOE.

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

6. Work Product.

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

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

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

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

7. Confidential Information.

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

8. Warranty.

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

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR NAME for DDOE in connection with the provision of the

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

9. Indemnification; Limitation of Liability.

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

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

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

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

10. Employees.

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

a partner, employee or independent contractor and with which a party comes into direct contact in the course of the services.

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

11. Independent Contractor.

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

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

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

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

12. Suspension.

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

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

13. Termination.

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

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

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

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

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

13.6 Gratuities.

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

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

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

14. Severability.

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

15. Assignment; Subcontracts.

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

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

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

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

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

16. Force Majeure.

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

17. Non-Appropriation of Funds.

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

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

18. State of Delaware Business License.

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

19. Complete Agreement.

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

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

20. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

21. Insurance.

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

- A. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- B. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, **and**
- C. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- D. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- E. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

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

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

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

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

22. Assignment of Antitrust Claims.

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

23. Surviving Clauses.

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

24. Governing Law.

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

25. Notices.

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

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

CONTRACTOR: (Contractor Name and Address)

DDOE: David Blowman
Deputy Secretary
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.

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

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

(Name of Contractor)

Delaware Department of Education

(Official of Contractor)
Project Manager

Deputy Secretary

Date

Date

Initial Finance Director

(Official of Contractor)
Principal Investigator

Branch Associate Secretary

Date

Date

Initial Work Group
Director

STATE OF DELAWARE
DEPARTMENT OF EDUCATION
**AGENCIES MAY ELECT TO UTILIZE THIS FORM TO ENSURE PROPOSAL CONSISTENCY BETWEEN
VENDORS. THIS FORM IS NOT A REQUIREMENT.**
APPENDIX A
MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

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

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

Vendors shall provide proposal packages in the following formats:

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

My Marketplace Document Submission

Agency Contact: Department of Education
Phone Number: 302-735-4090
Email Address: penny.schwinn@doe.k12.de.us

Supplemental Documents

Supplemental documents include: updates to active solicitations, award or no-award of recently closed solicitations, updates to awarded contracts, and other associated documents.

ALL BLANKS MUST BE FILLED IN

Contract Title: Priority School Supports Instructional Executive

Contract Number: DOE-2015-14

Agency Name: Department of Education

Effective Date:

Document Type: *(check all boxes that apply)*

- ☐ Current Solicitation
 - ☐ Change in Bid Due Date Included
- ☐ Recently Closed
 - ☐ Pre-Award Update *(Ex: proposals rec'd, timeline updates, etc.)*
 - ☐ Award *(Vendor Information Sheets required)*
 - Contract Awarded Date:
 - Contract Expiration Date:
 - Extension Options Available? ☐ YES ☐ NO
 - ☒ No Award
 - Reason: No Bids Received
- ☐ Post Award Update *(Ex: extension, price changes, vendor updates, etc.)*
 - ☐ Contract Extension
 - Is this the last extension? ☐ YES ☐ NO
 - ☐ Vendor Updates *(include an updated Vendor Information Sheet with request)*
 - ☐ Other: *(please specify)*

Document Name: *(check box that applies)*

- ☐ Pre-Bid Register
- ☐ List of Proposals Received
- ☐ Contract Addendum
- ☒ Other: *(please specify)* RFP - Professional Services DOE-2015-14

Document Subject: *(Ex: spend data, contract extension, new vendor, change of contact info, etc.)*

Additional Comments: *(Ex: Red Message for solicitation or award page, post by date requests, etc.)*

No bids were received and no award made.

Any questions regarding this form please contact the Contracting Unit at 857-4550.

Appendix C

Project and Payment Schedule

1st Payment due December 30, 2015 - \$35,997.50

Fall site observation reports completed and delivered
Ongoing Technical Assistance to all cohort subgrantees
Technical Assistance provided to potential subgrantees
Three monthly newsletters sent to subgrantees
Quarterly Self-Assessment visits and technical assistance plans completed Sep-Nov

2nd Payment due March 30, 2016 - \$35,997.50

Ongoing Technical Assistance to all cohort subgrantees
Technical Assistance provided to potential subgrantees
Three monthly newsletters sent to subgrantees
Attend the Beyond School Hours Conference
Quarterly Self-Assessment visits and technical assistance plans completed Dec-Feb

3rd Payment due June 30, 2016 - \$35,997.50

Meetings with potential subgrantees to review possible proposal modifications
Spring site observation reports completed and delivered
Technical assistance provided to subgrantees and assistance with Continuation Application
Three monthly newsletters sent to subgrantees
Quarterly Self-Assessment visits and technical assistance plans completed March-May

4th Payment due September 30, 2016 - \$35,997.50

Meetings with potential subgrantees to review possible proposal modifications
Summer site observation reports completed and delivered
Attend the 21st CCLC Summer Institute
Three monthly newsletters sent to subgrantees
Quarterly Self-Assessment visits and technical assistance plans completed June-August

Delaware Department of Education
21st Century Community Learning Centers
RFP # DOE 2016-01

**Delaware Quality Improvement
for 21st Century Community
Learning Centers (DQI21)**

Deborah Boyer
E-Mail: dboyer@udel.edu
Phone: 302-831-3503
Center for Disabilities
University of Delaware
461 Wyoming Rd.
Newark, DE 19716





College of Education
& Human Development
SCHOOL OF EDUCATION

Willard Hall
Newark, DE 19716-2922
Phone: 302-831-2573
Fax: 302-831-4110

Kim Wheatley, Director
Financial Reform Resources
Delaware Department of Education
401 Federal Street, Suite #2
Room 252
Dover, DE 19901

July 30, 2015

Dear Ms. Wheatley,

Enclosed please find our proposal entitled *Delaware Quality Improvement for 21st CCLC Project (DQI21)*, which is submitted in response to RFP # DOE 2016-01 21st Community Learning Centers. The purpose of this project is to increase the quality of afterschool and non-school hour programming in Delaware for students attending high poverty and low-performing schools and establish a continuous improvement process for 21st CCLC sub grantees that is integrated, data-driven and flexible.

As a long established organization in the State of Delaware, which has not only received significant State of Delaware funding in the past but has collaborated with the State on many endeavors to benefit Delaware, we have not provided information for Attachment 5. If you have any questions regarding this decision, please contact the Research Office.

We have reviewed the terms and conditions set forth in the RFP that will be incorporated into the vendor contract (Attachment 11 of the RFP) if awarded, and we take exception to the use of DDOE's standard vendor contract. Instead, we request that, if this proposal is awarded, the UD/DDOE contract template is used (draft attached). This contract template has been previously negotiated between our two organizations and includes terms and conditions that are acceptable to all. Finally, we assure DDOE that, as required, "no activity related to this proposal contract will take place outside of the United States."

Finally, we assure DDOE that, as required, "no activity related to this proposal contract will take place outside of the United States."

If you have any questions with regard to this proposal, please contact Kate Sanford, Contract and Grant Specialist, at 302-831-7274 or ksanford@udel.edu.

Sincerely,

Original on File

Beth A. Mineo
Director

Original on File

Kate Sanford, Ph.D., CRA
Contract and Grant Specialist

Introduction

The Center for Disabilities Studies (CDS) at the University of Delaware has extensive experience supporting the 21st Century Community Learning Center Program in Delaware. From 2006 to 2015, CDS has collaborated with the Delaware Department of Education (DDOE) to: (1) provide technical assistance to all grantees and sites to support implementation of programs that fully address 21st CCLC After School Education and Safety and 21st Century Community Learning Center federal and state requirements; and (2) to build capacity, develop, implement, and sustain support for effective before and afterschool programs and summer programs.

In addition to this deep knowledge of the community of afterschool providers in Delaware, CDS has expertise relative to the students facing the greatest challenges: those with identified and unidentified disabilities, those from poor and underrepresented backgrounds who benefit from universally designed curricula and interventions that support their social and emotional development. We also have strength supporting families so they can support students.

The Center Project, titled the Delaware Quality Improvement for 21st CCLC (DQI21) Project will build on previous work to accomplish the deliverables required by the Request for Proposal:

- Comprehensive annual calendar of technical assistance for sub grantees;
- Technical assistance, professional development, and resource materials that are responsive to the unique needs and circumstances of 21st CCLC sub grantees-
 - Increasing sub grantees' access to and use of up-to-date research-based practices and emerging promising practices for afterschool programs;
 - Strengthening sub grantees' skills for embedding academic content into afterschool activities;
 - Increasing sub grantees' knowledge and use of college and career readiness strategies;
 - Increasing sub grantees' knowledge and use of social-emotional learning strategies;
 - Increasing sub grantees' knowledge and use of effective strategies for collaborating with schools, families, and community organizations;

- Increasing sub grantees' knowledge and use of program management approaches that strengthen program effectiveness and sustainability;
- Increasing sub grantees' knowledge and use of strategies, tools, and procedures through which they can continually assess effectiveness and improve program quality;
- 21st CCLC sub grantee self-assessment tool with a clear strategy for implementing the use of the tool;
- Sub grantee site specific technical assistance plan based on a comprehensive assessment of individual site needs;
- One statewide 21st CCLC sub grantee Annual Meeting/Professional Development opportunity annually; Bi-annual technical assistance status reports;
- Project management meetings conducted by phone once per month.

These deliverables are addressed through the two major goals the DQI21 project will achieve:

- 1. Increase the quality of afterschool and non-school hour programming for students attending high poverty and low-performing schools.**
- 2. Establish a continuous improvement process that is integrated and flexible.**

In Section 1, the proposal outlines the scope of work for the goals and specific objectives under each goal that will be achieved. Section 2 describes in further detail the experience and qualifications of CDS. Section 3 provides a work plan with information about staffing, timelines, and milestones and outcomes anticipated. Section 4 includes the project cost and details specific expenses for achieving project goals.

Section 1: Scope of Work

The 21st Century Community Learning Centers (21st CCLC) program in Delaware promotes academic enrichment opportunities during non-school hours for students who attend high poverty and low-performing schools. In addition to focusing on academic content areas, the program also supports enrichment opportunities for students and family education and support. The DQI21 Project will accomplish this through the following goals and objectives:

- 1) Increase the quality of afterschool and non-school hour programming for students attending high poverty and low-performing schools.
 - a. Create a Learning Opportunity calendar and identify presenters qualified in sub grantee areas of need,
 - b. Summarize self-assessment data to identify areas in need of technical assistance and common professional development needs,
 - c. Utilizing Youth for Youth (Y4Y) and Family Engagement Resource Provider (FERP) Project provide professional development opportunities and resources to sub grantees on topics such as: Social-emotional Learning Strategies, College and Career Readiness, Collaboration with Families and Schools, Academic Content Areas, and other topics identified through the self-assessment data,
 - d. Provide annual Statewide PD session to all 21st CCLC sub grantees,
 - e. Provide topical meetings based on common areas of weakness for 21st CCLC Sub grantees and based on DDOE priorities, and
 - f. Provide current best practice resources to sub grantees through in person and electronic means.
- 2) Establish a continuous improvement process for 21st CCLC sub grantees that is integrated, data-driven and flexible.
 - a. Identify the State Out-Of-School Standards,
 - b. Revise self-assessment tool,
 - c. Facilitate self-assessment meetings with sub-grantees and support sub grantees in action planning for program improvement,
 - d. Conduct Site Observations,

- e. Provide ongoing technical assistance.

A specific timeline for meeting goals and objectives is listed in the Program Work Plan and Timeline in Section 3.

Addressing goal 1:

1. Increase the quality of afterschool and non-school hour programming for students attending high poverty and low-performing schools.

One statewide Professional Development (PD) session will be provided annually and the topic(s) will be prioritized based on previously identified sub grantee needs and DDOE identified priorities. Several other PD sessions will be offered based on the most common needs identified through the self-assessments completed by each sub grantee (described in detail under goal 2). These topical sessions will include a range of topics including social-emotional learning (SEL) strategies, college and career readiness strategies, embedding academic content activities, collaborating with families and schools, implementing strategies and creating a system for positive behavior support.

The primary sources for professional development will be the federally-funded Youth for Youth (Y4Y) and Family Engagement Resource Provider (FERP) Project. Y4Y offers professional development and technical assistance opportunities, and tools for improving 21st CCLC program practices. The FERP Project goal is to build state and local capacity to effectively engage families and strengthen collaboration between families, schools, and community partners in order to support the academic achievement of students participating in 21st CCLC programs.

Additionally, DQI21 staff will coordinate information and resource sharing with The Family Support and Healthcare Alliance Delaware (Family SHADE), an alliance of 40+ organizations and agencies committed to working together to improve the quality of life of children and youth with special health care needs by improving access to information and services in Delaware. This coordination will provide additional local resources to families in need.

SEL refers to “the process of acquiring and effectively applying the knowledge, attitudes, and skills necessary to recognize and manage emotions; developing caring and concern for others; making responsible decisions; establishing positive

relationships, and handling challenging situations capably” (Zins & Elias, 2006, p. 1). Strategies to promote SEL include specific, developmentally appropriate lessons, as well as the use of positive teacher-student, student-student, and teacher-parent relationships; modeling and reinforcement of SEL skills; and active student involvement in decision making (Rimm-Kaufman & Chiu, 2007). The SEL PD resources being provided to schools by the Delaware Positive Behavior Support Project (DE-PBS), a project at the Center for Disabilities Studies, will be shared with sub grantees. Research has shown that afterschool programs are effective in promoting personal and social skills when using evidence-based skill training approaches (Durlak & Weissberg, 2007). Collaboration and alignment with the school day resources regarding social-emotional teaching and behavior support will be facilitated by DE-PBS project staff and DQI21 staff.

The academic PD will focus on how to embed academic content into afterschool activities to increase student engagement and academic success. The Adapting Curriculum and Classroom Environments for Student Success (ACCESS) Project at CDS has resources on specific instructional strategies and modifying materials for students. For programs serving students with print disabilities or students who could benefit from Assistive Technology, DQI21 staff will support linkages to the Accessible Instructional Materials (AIM) Center and the Delaware Assistive Technology Initiative (DATI), both at CDS. AIM seeks to ensure that children with print disabilities in Delaware public schools have access to accessible instructional materials (AIM), which are learning materials that have been converted into one or more specialized formats for use by students with print disabilities coordinated by the AIM Center. DATI is a statewide initiative that connects Delawareans who have disabilities with the tools they need in order to learn, work, play and participate in community life safely and independently. DATI staff are experienced in helping educators identify assistive technology to support student learning.

Finally, other resources from current best practices identified through publications and attendance at conferences including Beyond the School Hours, Summer Institute, Kids Included Together (KIT), Best Of Out-School-Time (BOOST) and National Afterschool Association (NAA) and the 21st CCLC Summer Institute will be

shared regularly with sub grantees both through statewide information sharing and via onsite meetings when specific needs are identified.

Addressing goal 2:

2. Establish a continuous improvement process that is integrated, data-driven and flexible.

Measuring out of school time program quality is a critical component of evaluation and continuous improvement. Having a tool that not only allows program staff to assess, reflect and make improvements, but also allows decision-makers to ensure that resource are supporting quality programs that are likely to have the desired impact on student outcomes is important (Yohalem & Wilson-Ahlstrom, 2009). The DQI21 staff will collaborate with DDOE to revise the current Delaware self-assessment tool, based on identified quality standards for out of school time programs and a review of the current literature on tools that are research-based, particularly those with established reliability and validity. This revised tool will include items to address student outcomes, including gathering student input on program quality. PD related to this new self-assessment tool will provide an overview on how to use it. DQI21 staff will also hold onsite meetings with sub grantees to support the completion of the tool and use of data and action planning based on the identified strengths and needs. The self-assessment tool will also serve as a support for program management to strengthen program effectiveness and continuous improvement.

In addition, for sub grantees that are partnering with schools participating in the Delaware School Climate Surveys (DSCS), DE-PBS staff will facilitate sharing data with afterschool providers (with school permission) so that providers can assist schools in addressing areas of need in related areas such as SEL, bullying prevention, and student engagement in learning. The DSCS are psychometrically sound surveys for measuring school climate, student engagement and other aspects of school culture found to be important to student success and sense of belonging in their educational environment. Research supporting the surveys psychometric properties can be found in three peer-reviewed journals (Bear, Gaskins, Blank, & Chen, 2011; Bear, Yang, & Pasipanodya, 2014; Bear, Yang, Pell, & Gaskins, 2014), a book chapter (Bear, 2010),

and in the *Delaware School Climate Technical Manual* (Bear, Yang, Mantz, Pasipanodya, & Boyer, 2014).

All DQI21 project activities will be coordinated with the DDOE Manager for the 21st CLCC Program. Monthly in person or conference call meetings will be held so that the State Manager is aware of all activities and can provide guidance on DDOE priorities. A bi-annual report, including a log of all TA activities, will be submitted. Areas of concern identified through site observations and data collection will also be shared with the State Manager.

Section 2: Experience and Qualifications

The Center for Disabilities Studies (CDS) is the largest research and service center in the College of Education and Human Development at the University of Delaware. It also is one of 67 University Centers for Excellence in Developmental Disabilities nationwide. Since its founding in 1993, the Center has influenced policy and practice in such key areas as health and well-being, early intervention, education, transition from school to work, assistive technology, family-centered practices, employment, housing, and transportation. Given the wide-ranging expertise of the Center's diverse staff, CDS is frequently sought as a partner to assist state agencies and organizations in research, evaluation, program planning and implementation, advocacy, and policy development.

CDS is home to several other key projects that will benefit and enhance the support for 21st CCLC program's goals related to increasing academic achievement and increasing school connectedness of participants, families and teachers. These projects are described in the pages that follow.

The Delaware Positive Behavior Support Project is a collaborative project with the Delaware Department of Education, the University of Delaware Center for Disabilities Studies, and Delaware Public Schools which has been in existence for 14 years. This statewide initiative is designed to build the knowledge and skills of Delaware educators in the concepts and practices of Positive Behavior Supports (PBS). PBS uses a multi-tiered approach to develop positive learning environments and prevent problem behaviors. Implementation of multi-tiered systems is a component

of DOE's Career and College Readiness Plan. The PBS initiative provides professional development to schools in all levels of implementation. PBS is currently being implemented in over 50% of Delaware public schools ranging from preschools to high schools, as well as schools serving special populations. In order to build capacity at the local level, the project provides training and technical assistance to PBS Coaches from partnering school districts who in turn support the implementation of PBS in schools within their district.

The Delaware PBS framework also integrates a SEL approach that aims to develop students' self-discipline and social-emotional competencies. Through this approach, schools are encouraged to develop students' skills in these areas through explicit teaching, positive school-wide expectations, and student involvement in decision-making. Schools are also encouraged to engage students in various activities to develop social-emotional skills, such as peer-assisted learning or community service.

Delaware School Climate Surveys (DSCS) are administered by the DE-PBS Project at CDS with the support of the Delaware Department of Education. DOE covers the costs of survey forms and data processing and CDS coordinates all distribution and data processing and provides individual score reports for participating schools as well as district summary reports. In addition, there is a state-wide workshop open to participating schools to assist in score interpretation as well as onsite technical assistance with school teams to understand and use data for action planning. Currently over 70% of all schools in Delaware participate in the survey.

Delaware School Climate Surveys provide schools with a well-validated multi-informant measure of school climate that is responsive to their practical needs. There are three versions of the surveys tailored to the specific population: Student, Teacher/Staff, and Home. The surveys are comprised of four separate scales: Delaware School Climate Scale (DSCS); Delaware Positive, Punitive, and Social Emotional Learning (SEL) Techniques Scale; Delaware Bullying Victimization Scale; and Delaware Student Engagement Scale. Detailed reports of scores are given to each school; reports allow schools to examine scores by grade, gender, and racial/ethnic groups while also comparing scores to state norms. District score summaries are also provided to district leadership.

The surveys are intended to provide schools with useful information for needs assessment, program development, and program evaluation, and particularly in programs for preventing bullying and other behavior problems. For example, scores on the various scales might indicate which of those areas of school climate that the school might wish to target for improvement, such as teacher-student relations, student-student relations, teacher-home communications, respect for diversity, school safety, clarity of expectations, and fairness of rules. They also would include additional areas measured by the survey that are related to school climate: bullying victimization, student engagement, and the school's use of positive, punitive and social emotional learning (SEL) techniques. In Delaware, survey data might also be used for evaluation purposes as part of the consolidated application to the Delaware Department of Education (DDOE) to show growth in school climate/discipline. Similarly, schools may also use the data for their school improvement plans.

The Adapting Curriculum and Classroom Environments for Student Success (ACCESS) Project focuses on expanding access to both the academic curriculum and inclusive environments for students with disabilities. Funded by the Delaware Department of Education (DDOE), ACCESS carries out several activities that serve students with high incidence disabilities as well as significant intellectual disabilities. Through ACCESS, professional development and coaching is provided to teachers, para-educators, administrators, and other school personnel. Information and support is also provided to families.

The ACCESS project has created extensions from Delaware's Content Standards for students with significant intellectual disabilities. These extended standards, known as Grade Band Extensions (GBEs), assist special educators by providing a variety of entry points to the academic standards. ACCESS staff provide trainings in school districts throughout the state to help teachers navigate the standards and develop lesson plans based on the GBEs. PD also focuses on instructional planning, creating adapted materials and supporting teachers in learning how to implement the extended standards in the classroom.

The ACCESS project also coordinates the Strategic Instruction Model (SIM) initiative, which aims to assist Delaware educators in increasing the academic

achievement (specifically in literacy) of students with disabilities and struggling students who have the greatest academic needs. The initiative is a partnership between Delaware Department of Education, University of Kansas Center for Research on Learning (KUCRL), and the ACCESS Project at CDS. SIM is an evidenced-based approach to learning aimed towards secondary students. The goal of SIM is to address the many needs of diverse learners by promoting effective teaching and learning of critical content in schools. The SIM model takes a metacognitive approach, focusing on the 'how' of learning, not just the 'what'. Teachers participating in the SIM initiative will gain the skills necessary to impact student achievement through Learning Strategies and Content Enhancement Routines.

Accessible Instructional Materials (AIM) Delaware seeks to ensure that students with print disabilities in Delaware public schools have access to accessible instructional materials (AIM) in formats such as large print, audio, and digital. The AIM Center is responsible for finding appropriate sources for the needed materials and, if no external sources are found, creating the accessible materials from scratch. The Center, coordinated through the Center for Disabilities Studies, houses six workstations dedicated to the creation of new materials and a staff of five part-time document creation specialists. Two AIM Coordinators receive orders from the Delaware school districts and evaluate the best method of obtaining the textbooks or other materials in the required format. The project also provides training and technical assistance to students, families, educators and administrators.

The Delaware Assistive Technology Initiative (DATI) connects Delawareans who have disabilities with the tools they need in order to learn, work, play and participate in community life safely and independently. DATI operates three Assistive Technology Resource Centers that offer training, consultation, no-cost equipment demonstration and short-term loans of equipment including many devices that support student learning. The New Castle County resource center, housed at CDS, contains a vast inventory of adapted toys, computers, tablets, software, communication devices and alternative access devices that can be borrowed for demonstration, training and trial use.

The Family Support and Healthcare Alliance Delaware (Family SHADE) is an alliance of 40+ organizations and agencies committed to working together to improve the quality of life for children and youth with special health care needs (CYSHCN) by improving access to information and services in Delaware. Family SHADE was formed in response to a needs assessment of families and service providers conducted by Delaware's Maternal Child Health Bureau. The results of the needs assessment indicated the need to strengthen, expand, and coordinate a system of family supports that are easily accessible, avoid duplication, use resources efficiently, and prevent gaps in services to families of CYSHCN throughout Delaware. To address these recommendations, organizations, agencies and family members came together to form Family SHADE, an "umbrella" organization that is specifically dedicated to sharing information, resources and expertise to benefit and support families of CYSHCN. CDS serves as the administrative home, fiduciary agent and convening agency for Family SHADE.

Family SHADE is dedicated to providing one-stop access to reliable and consistent information and referrals for CYSHCN and their families. To accomplish this goal, Family SHADE worked with Children and Families First to develop a searchable, comprehensive database of services and resources for CYSHCN. Families have direct access to the online database and an 800 number to call for assistance in accessing the information that they need.

History of the Center's 21st CCLC Collaboration

In addition to having numerous impactful projects related to education, the Center has a long history and deep knowledge of the 21st CCLC program and the community of sub grantees. DDOE first contracted with the UD's Center for Disabilities Studies to support Delaware's 21st Century Community Learning Centers program in 2006 when states were given the responsibility of administering the sub grantee awards and process at the state rather than federal level. Since that time there have been 10 competitions for federal funding of "out of school opportunities" for Delaware students. Each competition typically resulted in five to ten awards. Center staff have collaborated with DDOE's 21stCCLC Manager to support the grantees in developing, maintaining

and improving afterschool and summer programming. The Department has had 3 successful 21st CCLC federal monitoring visits with no findings based on technical assistance.

In order to support quality programming and ensure grantees were following their own proposals, as well as meeting federal requirements, the Center worked collaboratively with DDOE to develop a structured process to observe programs and support grantees. These included the following tools and processes:

1. Site Visit Monitoring. Beginning in 2006, CDS introduced a new site visit observation tool that allowed DDOE to gather programming data and obtain a clear picture of what was happening at the site during the site visit. Site visits were conducted at each 21st CCLC site twice during the school year and once in the summer with three main purposes: 1) to verify program staffing, enrollment, and program activities; 2) to verify the overall program quality through observations and contact with 21st CCLC program providers; and 3) to help program directors, site coordinators, and school personnel to identify program strengths and weaknesses for improvement planning.

The tool includes the following four sections:

- 1) **Site Information:** In this section, the DDOE/CDS monitor records general information about the site, including the number of students present, enrollment, staff information, etc.
- 2) **Activity Context Coding:** In this section, the DDOE/CDS monitor collects information by coding all activities observed during a general walk through of the site. Context coding includes:
 - a. *Activity Type:* Tutoring, Sports, etc.;
 - b. *Knowledge Skill Area:* Artistic, Physical, Athletic etc.;
 - c. *Type of Space:* Classroom, Gym, etc. and
 - d. *Materials Used:* Art Supplies, Musical Instruments, etc.
- 3) **Activity Description:** In this section, the DDOE/CDS monitor records a description of at least 3 activities that the monitor has observed for at least 15 minutes each.

- 4) **Observation Throughout the Day:** In this section, the monitor answers 11 specific questions concerning overall program quality, with the option of providing additional comments in a separate section.

Upon completion of the site visit, CDS submits the Site-Visit-Monitoring report to the state 21st CCLC Program Manager if it requires responses or follow-up. The DDOE program manager then emails the report, along with any feedback and concerns, to the main grant contact, school principal, project director, and site coordinator, and encourages them to use the information provided to improve program quality. The state program manager also files an electronic copy of the report. Site-Visit-Monitoring Reports that do not require follow up are sent directly to sub grantees with a copy to the 21st CCLC State Program Manager. CDS hired and trained all site monitors, who are all current or former educators.

2. Development and use of Site Self-Assessment Tool. DDOE/CDS adopted, with permission, the North Carolina After School Program's Established Standards of Excellent Self-Assessment Tool to provide a process for continuous improvement of Delaware's 21st CCLC programs. The DDOE requires each sub grantee to complete the assessment tool which examines performance on nine indicators found to be common in high-quality programs. Changes were made to the original tool to adapt it to Delaware needs.

3. Technical Assistance (TA) has been provided to sub grantees at all levels, beginning with the initial award and continuing through ongoing improvements. The following are several examples of routine TA provided.

- a) **Initial New Sub Grantee Meeting.** The 21st CCLC technical coordinator, supported by the 21st CCLC state program manager, prepared and conducted an initial introductory meeting for each new cohort. This meeting has also been used to discuss any changes to be made to the approved application. This meeting was led by the State Manager.
- b) **New Sub Grantee On-Site Meeting.** The 21st CCLC technical coordinator, in partnership with the 21st CCLC state program manager, visited each sub grantee on site to review the self-assessment tool, the initial grant application, and all

documents provided to the sub grantee at the initial grant announcement meeting. This meeting was typically well received by the sub grantees.

- c) Continuation Application Meeting/Webinar.** Prior to receipt of the yearly 21st CCLC continuation application, each sub grantee and its partners attended a mandatory meeting with the state 21st CCLC program manager and the 21st CCLC Technical Assistance co-coordinator. This meeting provided an opportunity for the sub grantees and their partners to discuss issues raised in the site-monitoring report and to review each required section of the continuation application. For the last two or three years, the Continuation Application in-person meeting has been replaced with a webinar. It has been an effective and positive opportunity to gather all sub grantees, review the application as a group, and share questions and concerns. The State Manager has led this activity.
- d) Ongoing Technical Assistance As Needed.** TA has been provided daily in person, telephone and email correspondence to sub grantees regarding any 21st CCLC topic. This TA has provided clarification of 21st CCLC responsibilities and/or tailored support to each individual sub grantee so the grantees can successfully meet those program responsibilities.

4. Annual Statewide Professional Development. With the approval of the state 21st CCLC manager, a range of PD has been provided to sub grantees using both local and national presenters. The content and format of the PD were approved by the Delaware First/Office of Child Care Licensing. Some of the PD topics and trainers were:

Workshop	Trainer	Duration
Welcome To The World of School-Age Care-Training afterschool Staff	Roberta Newman	7 Hours
John Dickinson Plantation	DE Division of Historical & Cultural Affairs	3.5 Hours
Business Plan for Afterschool Programs	Joseph Lees	6 Hours
Aligning Delaware Standards	Debbie Amsden	6 Hours
Developing Center-Wide Positive Behavior Support In Afterschool Programs	Deborah Boyer	4 Hours
Building a Quality Afterschool Program - Needs Assessment, Quality Standard	Teresita Cuevas	6 Hours
Including all Kids in Afterschool	Kids Included Together (KIT)	6 Hours

Programs		
Evaluation Can Still be Your Friend Part 1	Dr. Donald Unger	4 Hours
Evaluation Can Still be Your Friend Part 2	Dr. Donald Unger	6 Hours
Differentiated Instruction Capture a Moment	Urban Arts Partnership	4 Hours
Differentiated Instruction Theatre & Collage	Urban Arts Partnership	4 Hours
Differentiated Instruction Remix	Urban Arts Partnership	4 Hours

5. 21st CCLC Federal Data Collection using the Profile and Performance

Information Collection System (PPICS). Met with each new grantee to provide information on how to access and enter data using the Federal Reporting 21st CCLC Database. After the first meeting each year, CDS provided support to sub grantees during the reporting period from April to November. After the data was entered, CDS was responsible for reviewing the data and giving feedback to sub grantees and the State Manager in order that the data would be accurate for the annual Certification.

6. Request for Proposal Process. CDS has also coordinated the 21st CCLC proposal review for DDOE. CDS identified reviewers with diverse backgrounds in education related fields with no known conflict of interest with the program. They were trained on basic 21st CCLC information and the 21st CCLC Request for Proposal and scoring process. CDS ensured reviews were completed and consistent with the timeline. The reviewers' scores, recommendations, and comments are compiled and submitted to DDOE for final determination.

7. Other Activities. There were other areas in which CDS participated to support the 21st CCLC Initiative. These included: monthly meetings with 21st CCLC State Manager, Federal Audit meetings, and supporting the state 21st CCLC evaluation process every three years. Also, the newsletter *Aiming for Quality* was distributed monthly, covering briefly an *Out-Of-School Time* topic as a way to provide a resource to sub grantees and their partners. As of this month, there have been 69 issues of *Aiming for Quality* sent to sub grantees. Each issue was approved by the State Manger before being shared with sub grantees.

Section 3: Work plan and Timeline

DQI21 Program Work Plan and Timeline

Goal and Action Steps	Person(s) Responsible	Timeline	Milestones and Outcomes
Goal 1: Increase the quality of afterschool and non-school hour programming for students attending high poverty and low-performing schools.			
1. a Create Learning opportunity calendar and identify presenters qualified in areas of need	Program TA Coordinator (TC) Principal Investigator (DB) DE 21 st CCLC State Manager	September to December, 2015	Calendar completed and distributed
1. b Summarize self-assessment data to identify areas in need of technical assistance and for common professional development needs	Program Coordinator (TC)	December 2015 – January 2016 May - September, 2016	Site visit summary reports created twice per year (January and June) and common needs identified
1. c Develop workshop agenda and materials on topics such as: <ul style="list-style-type: none"> • Social-emotional Learning • Academic Content • Improving Collaboration with Families and School • College and Career Readiness Strategies • Or other topics identified through self-assessment data 	Program Coordinator (TC) Principal Investigator (DB) Professional Development CDS topical experts	December, 2015 - September, 2016	PD materials identified and developed
1. d Provide annual Statewide PD session to all 21 st CCLC sub grantees	Program Coordinator (TC) Principal Investigator (DB)	September, 2015	Workshop evaluation forms completed showing increase in participant knowledge and confidence to implement Attendance records

1. e	Provide topical PD resources or sessions based on common needs to 21 st CCLC Sub grantees and DDOE priorities utilizing Y4Y, FERP, and other CDS resources	Program Coordinator (TC) Principal Investigator (DB) CDS topical experts	October 2015 - September 2016	Workshop evaluation forms completed showing increase in participant knowledge and confidence to implement Attendance records Evidence of integration in self-assessment and action planning
1. f	Provide current best practice resources to sub grantees through <ul style="list-style-type: none"> • sharing during site visits • electronic distribution • resources related to the identified areas of need to be posted on the DE 21stCCLC webpage 	Program Coordinator (TC) Database manager (EK)	September 2015 - September 2016	Resources updated web page quarterly matched with identified areas for improvement TA log of resources shared with sub-grantees based on identified needs

Goal and Action Steps	Person(s) Responsible	Timeline	Milestones and Outcomes
Goal 2: Establish a continuous improvement process that is integrated and flexible			
2. a Identify the State Out-Of-School Standard	Program Coordinator (TC) Principal Investigator (DB) DE 21 st CCLC State Manager	September –January 2016	Standards Identified
2. b Revise self-assessment tool	Program Coordinator (TC) Principal Investigator (DB) DE 21 st CCLC State Manager	September-October 2015	Self-assessment tool ready to be used
2. c Facilitate self-assessment use action planning for program improvement with sub grantees <ul style="list-style-type: none"> • Conduct training on use of self-assessment with sub grantees • Request copies of the approved 2016-17 application from state Manager (Note: CDS already has copies of 2015-16 approved applications) • Review application before assessment meeting • Meet with sub grantees to complete self assessment and to update assessment • Facilitate action planning 	Program Coordinator (TC)	1 st meetings: October 2015-December 2016 2 nd meetings and summer program meetings: February 2016-June 2016 Self assessment final report September 2016	Self-assessment training developed Training evaluation showing increase in participant knowledge and confidence to use self-assessment Attendance records Self-assessments completed and updated Collect and review applications Priority areas of need identified and action plan developed

2. d	<p>Conduct Site Observations</p> <ul style="list-style-type: none"> • Revise Site Visit Tool • Train Coaches • Coaches visit programs to observe and collect data • Prepare report of visits and review with DDOE 	<p>Program Coordinator (TC) Principal Investigator (DB) Coaches DE 21st CCLC State Manager</p>	<p>September 2015-December 2016</p> <p>March 2016-June 2016</p> <p>June, 2016-September, 2016</p>	<p>Site visit tool completed</p> <p>Coaches trained</p> <p>Log of site visits</p> <p>Reports and data collected submitted to DDOE</p>
2. e	<p>Provide on going technical assistance phone, email and in person</p>	<p>Program Coordinator (TC)</p>	<p>September 2015-September 2016</p>	<p>Log of TA provided</p>
2. f	<p>Conference meeting with State Manager</p>	<p>Program Coordinator (TC) Principal Investigator (DB) DE 21st CCLC State Manager</p>	<p>Monthly September 2015 – September, 2016</p>	<p>Log of meetings</p>
2. g	<p>Technical assistance report (biannual)</p>	<p>Program Coordinator (TC) Principal Investigator (DB) Database manager (EK)</p>	<p>February 2016 September 2016</p>	<p>Reports submitted to DDOE twice per year</p>

Section 4: Project Cost

Total amount request for project is **\$143,990**

Personnel Costs are \$113,827.

Debby Boyer, Director of School-age Services at CDS, and provide project oversight and fiscal management. She will also supervise the tool revisions, data analysis and creation of professional development plans based on assessment results. Teresita Cuevas, Program Coordinator, will provide daily oversight of all project activities. Ms. Cuevas will provide and coordinate professional development and technical assistance to 21st CCLC sub grantees. She will expand the self-assessment tool for sub grantees so that it is a meaningful tool that can be used to identify professional development (PD) needs and track progress. She will also coordinate site visits provided by the part-time coaches and review all reports and data collected from sub-grantees and DDOE. The Program Coordinator will be the primary liaison with the DDOE State Manager and will meet monthly with the State Manager. Part-time coaches will provide monitoring of sub grantee sites. Coaches will visit sites to observe programming and collect data for review as well as provide onsite technical assistance. Erin Konrad will develop and maintain a database for tracking technical assistance and she will support the program coordinator's activities.

Travel Costs are \$10,073

Travel includes the Program Coordinator's attendance at national 21st CCLC conferences and staff mileage to 21st CCLC sites. Travel costs also cover mileage for workshops and travel expenses for national experts providing workshops.

Supplies and Miscellaneous Expenses are \$7,000

These expenses include books and resources will be purchased for sub grantees to support implementation of best practices. In addition to PD and TA described above, workshops will be provided by CDS staff with expertise in family engagement, family resources, and Social and Emotional Learning support strategies. Other local and national experts will be identified to provide PD based on sub grantee needs.

Indirect costs are \$13,090.

References

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- Yohalem, N, Wilson-Ahlstrom, A., Fischer, S., & Shinn, M. (2009). *Measuring youth program quality*. Retrieved from http://forumfyi.org/files/MeasuringYouthProgramQuality_2ndEd.pdf
- Zins, J. E., & Elias, M. J. (2006). Social and emotional learning. In G.G. Bear & K.M. Minke (Eds.), *Children's needs III: Development, prevention, and intervention* (pp. 1-13). Bethesda, MD: National Association of School Psychologists.

DQI21 Pricing

FTE	Salaried Personnel	Salaries	Fringe 35.9%	Sal + Fringe
100%	Teresita Cuevas	\$53,300.00	\$19,135	\$72,435
10%	Erin Konrad	\$3,703	\$1,329	\$5,032
10%	Debby Boyer	\$7,700.00	\$2,764	\$10,464
	Total salaried			\$87,931
	Misc Wage	Total cost for part time staff	Fringe 7.9%	cost + fringe
	Part time onsite observers to assess program implementation and quality (120 site visits/5 hrs per visit including observation time, write up and follow up/\$40 per hour)	\$24,000	\$1,896	\$25,896
	Total combined Staffing costs			\$113,827
	Travel and Transportation			
	Mileage for onsite self-assessment TA and observations (60 trips for average of 40 miles per trip @ .575 per mile)	\$3,899		
	Site visit Mileage (60 trips for average of 92 miles per trip @.575 per mile)	\$3,174		
	Travel expenses for Program Coordinator attending 2 conferences	\$3,000		
	Total	\$10,073		\$10,073
	Misc Supplies & Expense			
	Copies for PD, assesment & data tools, meeting materials books and resources	\$5,000		
		\$2,000		
	Total	\$7,000		\$7,000
	Total Direct Charges			\$130,900
	Indirect		10.0%	\$13,090
	Total Budget			\$143,990

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 2

CONTRACT NO.: RFP # DOE 2016-01
CONTRACT TITLE: 21st Century Community Learning Centers
OPENING DATE: Insert Bid Opening date here at 3:00 PM (Local Time)

NON-COLLUSION STATEMENT

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

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

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

COMPANY NAME University of Delaware

(Check one)

<input checked="" type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

NAME OF AUTHORIZED REPRESENTATIVE

(Please type or print) Kathleen Sanford

SIGNATURE

Original on File

TITLE Contract and Grant Specialist

COMPANY ADDRESS 210 Hullihen Hall Newark, DE 19716

PHONE NUMBER 302-831-7274

FAX NUMBER 302-831-2828

EMAIL ADDRESS ksanford@udel.edu

FEDERAL E.I. NUMBER 51-6000297
NUMBER n/a

STATE OF DELAWARE
LICENSE

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

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

PURCHASE ORDERS SHOULD BE SENT TO: University of Delaware
(COMPANY NAME)

ADDRESS 210 Hullihen Hall Newark, DE 19716

CONTACT Kate Sanford

PHONE NUMBER 302-831-7274
302-831-2828

FAX NUMBER

EMAIL ADDRESS ksanford@udel.edu

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 X if yes, please explain _____

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

SWORN TO Original on File 21 day of July, 20 15

Notary Public

My commission expires January 13, 2018

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

City of Newark

County of New Castle

State of Delaware

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 4

Contract No. **RFP #: DOE 2016-01**
Contract Title: **21st Century Community Learning Centers**

CONFIDENTIAL INFORMATION FORM

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

Confidentiality and Proprietary Information

Note: use additional pages as necessary.



Research Office

210 Hullihen Hall
Newark, DE 19716-1551
Phone: 302-831-2136
Fax: 302-831-2828

July 30, 2015

Delaware Department of Education
RFP#DOE 2016-01 – 21st Century Community Learning Centers
401 Federal Street, Suite #2
Dover, DE 19901-3639

To whom it may concern:

The University of Delaware submits the following proposal entitled *Delaware Quality Improvement for 21st CCLC Project*. A requirement of this application is to supply evidence of a Delaware business license or evidence of an application to obtain the business license. However, the University is not required by the State of Delaware to have a business license and does not have one. As a corporation of the state created by state code (Title 14, Chapter 51) the University operates as an instrumentality of the state. Additionally, IRS 501 exempt organizations are exempted from licensing fees and therefore the license under Title 30, Chapters 21 and 23 of the state code.

If you have any questions, please feel free to contact Kate Sanford, Contract and Grant Specialist, at ksanford@udel.edu.

Sincerely,

Original on File

Kate Sanford, Ph.D., CRA
Contract and Grants Specialist
Research Office

STATE OF DELAWARE
DEPARTMENT OF EDUCATION

Attachment 9

Contract No. RFP # DOE 2016-01
Contract Title: 21st Century Community Learning Centers

EMPLOYING DELAWAREANS REPORT

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

1. Number of employees reasonable anticipated to be employed on the project: 8
2. Number and percentage of such employees who are bona fide legal residents of Delaware:
7

Percentage of such employees who are bona fide legal residents of Delaware: 88%

3. Total number of employees of the bidder: 35
4. Total percentage of employees who are bona fide residents of Delaware: 74%

If subcontractors are to be used:

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

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