

**REQUEST FOR  
PROPOSALS FOR PROFESSIONAL SERVICES  
Delaware Mathematics and Science Partnership (MSP) Program  
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION  
RFP # DOE 2016-07**

**I. Overview**

The State of Delaware Department of Education (DDOE), seeks to improve the content knowledge and ability to deliver standards-aligned instruction that fosters student thinking in mathematics and/or science classrooms in grades K-12. 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: November 23, 2015
Deadline for Questions	Date: December 16, 2015
Deadline for Receipt of Proposals	Date: January 11, 2016 at 3:00 PM (Local Time)
Estimated Notification of Award	Date: February 12, 2016

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

**MANDATORY PREBID MEETING**

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

**II. Scope of Services**

**Delaware Mathematics and Science Partnership (MSP) Program Abstract**

**Purpose:** The purpose of the Delaware Mathematics and Science Partnership Program is to:

- Support partnerships that improve the content knowledge and instructional skills of K-12 mathematics and/or science teachers.
- Enhance the professional development of K-12 teachers of mathematics through opportunities for advanced and on-going professional development activities that improve K-12 teachers’ content knowledge and make evidence-based contributions that inform our understanding of how students effectively learn mathematics and/or science content.
- Develop partnerships between teachers and education experts, master teachers, coaches, and disciplinary higher education faculty in mathematics, science, engineering and/or math/science education.
- Provide sustained professional development that is collaborative and reflective, and supports teachers through follow-up activities and classroom mentoring and coaching.

- Improve student growth and performance in mathematics and/or science and demonstrate improvement in teacher content knowledge and effectiveness.

**Partner Eligibility:** An eligible partnership is one that demonstrates deep and mutual engagement and leadership between (a) one or more school systems, at least one of which must meet high-need criteria; and (b) science, technology, engineering, and/or mathematics (STEM) faculty at an accredited 2 or 4 year college or university. In addition, it may also include additional accredited colleges or universities as well as faculty from the unit responsible for the preparation of teachers (typically the college of education), a consortium of schools, businesses, and non-profit and for-profit organizations with proven effectiveness in providing professional development to teachers of mathematics and science.

**Priorities of the Delaware DOE:** In addition to the purpose and partnership eligibility descriptions, above, the Delaware Department of Education (DDOE) places funding priority on partnerships that will:

**1. Priority: Standards Based Professional Development**

Provide high quality professional learning (as defined by the adopted Delaware Standards for Professional Learning) and support focused on effectively addressing the Common Core Math Standards and/or the Next Generation Science Standards that is not curriculum or vendor specific

**2. Priority: Strategies for Building Conceptual Understanding in Mathematics**

Deliver professional learning and resources for middle and high school mathematics, particularly as related to building students' conceptual understanding.

**3. Priority: Statewide Professional Development Supporting NGSS Implementation**

Build professional development sequence of courses to support the training program for teachers and administrators on the three-dimensional nature of the Next Generation Science Standards utilizing the state's learning management system, Schoology.

*In addition, applications are expected to:*

4. **Provide follow up support** by ensuring follow-up modeling, coaching, and monitoring within participant teachers' classrooms;
5. **Utilize multiple technologies** for on-going participant collaboration and the provision of resources for scaling up the work of the professional development;
6. **Establish clear learning outcomes**, with regularly spaced data collection which is intended to indicate progress toward achieving improvements in educator and student practices and performance
7. **Provide regular communication** about the professional development and project activities to a wide spectrum of stakeholders including to the Local Education Agencies (LEA), the business community, school communities, the Department of Education, and/or elected officials;
8. **Promote teacher leadership and responsibility** by engaging teachers and administrators in the challenge of scaling up the work of the professional development within local schools and districts.

**Estimated Amount to be Awarded:** \$1,400,000 (over two years)

**Anticipated Number of Awards:** 2-3 (one focused on secondary mathematics, one to support NGSS professional development, and one math, science, or integrated STEM project; the state reserves the right to award more or less grants within each of these focus areas)

**Award Distribution:** The DDOE intends to fund MSP projects equitably and to distribute the projects across the state to the extent that submitted, qualified proposals allow. It is expected that the maximum award will be \$400,000 depending on capacity and potential audience. The state reserves the right to award more or less than the grant amount requested by the applicant.

**Duration of Grants:** Two years, pending (a) evidence of project effectiveness, (b) compliance to program requirements (c) meeting all reporting requirements and (d) availability of federal funding.

**Fiscal Agents:** Fiscal responsibility for the grant may rest with either the lead school system partner, a consortium of LEAs or the lead higher education partner, as determined by which entity has the greater capacity to serve in that role. In certain cases, the Delaware Department of Education may serve as the fiscal agent for a partnership. Establishment of a fiscal agent outside of the guidelines shown above will require the approval of the DDOE MSP Program Manager.

**Requirements of Awarded Applicants:** If awarded MSP funds, all awardees will be required to submit budgets using current DDOE financial forms. Schedules and locations of staff development must be submitted twice a year to the DDOE MSP Program Manager. In addition, each project must be represented at the U.S. Department of Education's regional meeting each year. Regular communication about project progress and activities to the DDOE will be expected. A quarterly report will be due to DDOE on the 1<sup>st</sup> of August, November, February and May.

A continuation application for year 2 funds will be due in January, of the initial project year. An online Annual Performance Report must be submitted to DDOE by November 30 of each year and the State will then review by December 15<sup>th</sup> and either require revisions by the grantee or notify the grantee that the report is ready for submission to be made to the U.S. Department of Education by December 31 of each year. All awarded projects will receive monitoring for both programmatic and fiscal compliance. Projects should expect one or more site visits each year from DDOE staff and/or the external state-wide evaluator.

## Mathematics and Science Partnership (MSP) Program Overview

### Title II Part B: Mathematics and Science Partnership (MSP) Program Overview

The Mathematics and Science Partnership (MSP) Program is funded under Title II, Part B of the ESEA Act as amended by *No Child Left Behind Act of 2001*. Its purpose is to improve the content knowledge and teaching skills of mathematics and/or science teachers in order to increase the achievement of their students.

To be eligible, a partnership **must** include, at a minimum:

an engineering, mathematics, or science department of an IHE; and a high-need LEA.

A partnership **may** include:

another engineering, mathematics, science or teacher training department of an IHE;  
additional LEAs, public charter schools, public or private elementary schools or secondary schools, or a consortium of such schools;  
a business; or  
a nonprofit or for-profit organization of demonstrated effectiveness in improving the quality of mathematics and science teachers.

Partnerships assume responsibility for designing, implementing, and evaluating professional learning programs that effect deep, lasting improvement in mathematics and/or science education by:

- a) establishing and operating **intensive** mathematics and/or science professional learning experiences for teachers with ongoing **follow-up** training and support that improves their content knowledge and instructional practice; and
- b) using **scientifically-based researched teaching methods** to promote strong teaching skills for mathematics and/or science teachers.

**AUTHORIZED ACTIVITIES-** An eligible partnership shall use funds provided under this part for one or more of the following activities related to elementary schools or secondary schools:

- (1) Creating opportunities for enhanced and ongoing professional development of mathematics and/or science teachers that improves the subject matter knowledge of such teachers.
- (2) Promoting strong teaching skills for mathematics and/or science teachers and teacher educators, including integrating reliable scientifically based research teaching methods and technology-based teaching methods into the curriculum.
- (3) Establishing and operating mathematics and/or science summer workshops or institutes, including follow-up training, for elementary school and secondary school mathematics and/or science teachers that —
  - (A) shall —
    - (i) directly relate to the curriculum and academic areas in which the teacher provides instruction, and focus only secondarily on pedagogy;
    - (ii) enhance the ability of the teacher to understand and use the challenging State academic content standards for mathematics and/or science and to select appropriate curricula; and
    - (iii) train teachers to use curricula that are —

- (I) based on scientific research;
  - (II) aligned with challenging State academic content standards; and
  - (III) object-centered, experiment-oriented, and concept- and content-based; an
- (B) may include —
- (i) programs that provide teachers and prospective teachers with opportunities to work under the guidance of experienced teachers and college faculty;
  - (ii) instruction in the use of data and assessments to inform and instruct classroom practice; and
  - (iii) professional development activities, including supplemental and follow-up activities, such as curriculum alignment, distance learning, and activities that train teachers to utilize technology in the classroom.
- (4) Recruiting mathematics, engineering, and science majors to teaching through the use of —
- (A) stipends provided to mathematics and/or science teachers for certification through alternative routes; and
  - (B) scholarships for teachers to pursue advanced course work in mathematics, engineering, or science;
- (5) Developing or redesigning more rigorous mathematics and/or science curricula that are aligned with challenging State academic content standards and with the standards expected for postsecondary study in mathematics and science.
- (6) Establishing distance learning programs for mathematics and/or science teachers using curricula that are innovative, content-based, and based on scientifically based research that is current as of the date of the program involved.
- (7) Designing programs to prepare a mathematics or science teacher at a school to provide professional development to other mathematics or science teachers at the school and to assist beginning and other teachers at the school, including (if applicable) a mechanism to integrate the teacher's experiences from a summer workshop or institute into the provision of professional development and assistance.
- (8) Establishing and operating programs to bring mathematics and/or science teachers into contact with working scientists, mathematicians, and engineers, to expand such teachers' subject matter knowledge of and research in science and mathematics.

### Delaware's MSP Program Description and Goals

Title II, Part B of the *No Child Left Behind* legislation authorizes each state to conduct an MSP competitive grant program. The Delaware Department of Education (DDOE) is responsible for administering the program and is authorized to award approximately \$1,400,000 in competitive grants as of November, 2015. Grants will be awarded to eligible partnerships for a period of two years, subject to (a) compliance with program requirements, (b) demonstration of effectiveness, (c) meeting all reporting requirements, and (d) availability of federal funding. The DDOE reserves the right to extend any grant award to a third year, based on a-d above. Compliance to items a-d above does not guarantee consideration for a third year extension.

As the Common Core State Standards (CCSS) in Mathematics and the Next Generation Science Standards, and state assessments to measure student progress are implemented, school systems are concentrating their efforts on adjusting instruction to prepare greater numbers of students for high achievement in mathematics and science. To support these improvement efforts, the Delaware MSP Grant strives to improve grades K-12 mathematics and/or science teacher quality by immersing teacher cohort groups in sustained, innovative, and strategic professional learning that extends beyond commonplace approaches to improve mathematics and/or

science achievement. This cohort-based approach will enable teachers to see themselves as integral members of a professional community linked with others devoted to learning and practice.

The Delaware MSP Grant seeks to improve the content knowledge and ability to deliver standards-aligned instruction that fosters student thinking in mathematics and/or science classrooms in grades K-12. **MSP project applications will be reviewed using a rubric included in the Appendix and funded beginning with the most highly recommended project.**

## Delaware MSP Program Requirements and Administration Information

To increase the likelihood of reaching these goals, the DDOE has set specific requirements for partnerships in terms of high-need criteria, partnership eligibility, use of funds, allowable expenditures, and the anticipated grant competition timeline.

### High-Need Criteria

A school system is considered to be high-need by the Delaware MSP Program if it meets the following criterion: At least 35 percent of its students qualify for the free and reduced meal program, and/or less than 50% of students meeting mastery in the grade zone and subject area for this grant, and/or have at least two schools participating in the MSP grant project designated as a Delaware Focus and/or a Priority School.

### Eligible Partnerships

Partnership is critical to the success of individual MSP projects. Partnerships eligible to apply for an MSP Program grant **must** include: at least one high-need school system; the science, engineering, or mathematics department of an accredited 2 or 4 year college or university in Delaware;

Partnerships **may** also include: another engineering, mathematics, science or teacher preparation unit of an IHE; additional LEAs, public charter schools, public or private elementary schools or secondary schools, or a consortium of such schools; a business; or a nonprofit or for-profit organization of demonstrated effectiveness in improving the quality of mathematics and science teachers.

### Partnership Roles

Partnerships must have a management structure in which each partner is **fully** represented and engaged, including a project director (preferably but not necessarily) from the organization serving as fiscal agent, as well as, project leaders from each of the remaining organizations. In addition, it is recommended that one teacher/specialist and/or a curriculum supervisor/director from each participating school/system serve on the management team. This project management team must meet regularly to oversee all phases of the project, including design of the project, recruitment and retention of the teacher cohort group, implementation of the project plan, and collection and analysis of data related to its impact on teaching and learning.

Key elements for the Partnerships: partners are equal and make collaborative decisions; roles for mathematicians, engineers and/or scientists are clearly defined; consistent vision, values, goals and objectives are shared by all partners; communication is consistent and deliberate; there are benefits to teachers; there are benefits to students; and there are benefits to partnering mathematicians, engineers and/or scientists.

Additionally, the project management team has collective program responsibilities: submit a mid-year progress report to the MSP Program Manager at the DDOE; submit an annual performance report to the DDOE MSP Program Manager by October 30 of each project year and ensure that the report is revised and ready to be shared with the U.S. Department of Education by November 30 of each year; participate in regional MSP conferences and institutes (1 per year) organized by the U.S. Dept. of ED, if provided.

At the conclusion of project year one, the management team will submit a brief application to the DDOE MSP Program Manager that must include compelling justification for funding to be continued into project year two. This same application will be required should the Department offer to extend project funding for a third year. The decision to offer a third year extension rests solely with the DDOE.

During the grant period, site visits from the MSP Program Manager from DDOE (or DDOE designee) should be expected. It is the responsibility of the management team, particularly the project director, to ensure that the DDOE MSP Program Manager is kept current as to when and where the professional learning sessions will take place.

#### Partner Organization Proposal Limit

There is no proposal limit for an organization. However, the DDOE may elect to limit the number of awards granted to any one organization.

#### Fiscal Responsibilities

The DDOE has determined that either the lead school system or the lead higher education partner may serve as the fiscal agent of the grant. The fiscal agency should be determined according to which organization has the greater capacity to serve in such a role. The Project Director, generally, should be employed by the fiscal agent. Exceptions can be made however through written approval by the DDOE MSP Program Manager. Indirect costs may not exceed 8 percent (or the institutions federally negotiated indirect cost rate, whichever is lower) for its role as fiscal agent. ***The grantee is subject to the audit requirement contained in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133. The grantee is subject to financial compliance monitoring from the DDOE, U.S. Department of Education, or others designated by DDOE to conduct monitoring.***

#### Usage of Funds

A partnership may use MSP Program funds for one or more of the following initiatives for mathematics and/or science teachers of grades K-12:

- Creating opportunities for enhanced and ongoing professional learning that improves teacher content knowledge and ability to analyze student thinking and make corresponding instructional decisions;
- Establishing and operating mathematics and/or science intensive institutes and related follow-up training and support that (a) directly relate to the standards and content in which the teachers provide instruction yet provide instruction at a level beyond the level of content they are expected to teach to students; (b) improve the ability of the teachers to understand and use the Common Core State Standards in mathematics and/or prepare teachers of science to implement the key scientific ideas and practices identified in A Framework for K-12 Science Education: Practices, Crosscutting Concepts, and Core Ideas and the Next Generation Science Standards (if approved); (c) improve the ability of teachers to integrate and to understand applications of the STEM disciplines; (d) provide instruction and practice in the effective use of content-specific pedagogical strategies; and (e) provide instruction in the use of data and assessments to inform mathematics and/or science classroom practice.

#### Allowable Expenditures

MSP Program funds must be spent exclusively on costs associated with providing high quality, content-specific professional learning opportunities to mathematics and/or science teachers of grades K-12. In general, across the US, MSP partnerships tend to spend between \$35-\$55 per teacher per contact hour on the total cost of their MSP Program work.

#### Budget Design Considerations

For any staff member whose duties include both administrative and instructional services, create separate budget entries showing the requested amount for each set of services. Describe the grant-related services to be provided, as well as whether or not the person is working outside regular hours and describe each benefit and its percentage when benefits other than FICA are being requested.

The applicant must provide a direct link for each cost to the goals and objectives in the project activity plan.

For instructional employees working a part or all of their regular work day on the grant, applicants must describe the actual professional development instruction or coaching (instructional salaries) duties to be performed and

to whom they are providing the services. Applicants must be sure to include an appropriate cost basis such as the hourly rate and the number of hours worked.

The Department of Education will disallow all ineligible costs, as well as costs not supported by the Project Activity Plan. These funds will not be eligible for reallocation.

Grant funds must be used to supplement and not supplant existing efforts of the organization. Federal funds cannot be used to pay for anything that a grant applicant would normally be required to pay for with either local, state, or federal funds or aid. This requirement also covers services previously provided by a different person or job title. The exceptions are for activities and services that are not currently provided or statutorily required, and for component(s) of a job or activity that represent an expansion or enhancement of normally provided services.

#### Maximum Eligible Costs

**OMB Circulars A-21, A-87, and A-122 establish spending rules for recipients and sub-recipients of all federal funds. OMB Circulars can be located at [http://www.whitehouse.gov/omb/circulars\\_default](http://www.whitehouse.gov/omb/circulars_default) .**

**Salaries and Wages:** Funds may not be used to augment the total salary or salary rate of faculty/staff members during the period covered by the term of faculty appointment or to reimburse faculty members for consulting or other time in addition to a regular full-time organizational salary covering the same general period of employment. Exceptions may be considered for weekend, evening classes, or for administrative work done as overloads.

The names of the Project Director, faculty, contractors, and other direct service personnel and the estimated number of work hours to be performed during the project year for which funding is requested and the total amount of salary funding requested per year must be listed. Salary rates requested must be consistent with the organization's regular practices. The budget justification should detail the rates of pay by individual.

It is permissible for the Project Director to budget for project management as time required in addressing the specifically named goals and objectives of the project.

As with all uses of federal grant funds, the sub-grantee will need to maintain records to document that payment of wages is reasonable and necessary to the approved project.

**Consultant and Contracts:** Not to exceed \$800 per full day for professional services. Consultant expenses should be calculated according to the state regulations governing expenses. Consultants requiring compensation in excess of \$800 per full day may be utilized in unique situations but only with prior written approval of the DDOE MSP Program Manager.

**Project Management Professional Development:** Project Directors and up to one other staff member are required to attend one MSP Regional Meeting that is conducted by the U.S. Department of Education. MSP funds can be used to support these travel expenses in accordance with state fiscal regulations. MSP funds should be budgeted for these events.

**External Evaluation Services:** A maximum of 8 percent of the total award may be used for external evaluation services. External evaluators should not be affiliated with any of the institutions in the partnership. Grants planning to use an affiliated external evaluator must get written permission from the DDOE MSP Program Manager. If conducting a quasi-experimental evaluation design, additional funds may be justified for an evaluator.

**Teachers' Compensation:** The grant program's maximum allowable contribution to teacher compensation is **\$155** per day for each participant. A day will consist of at least 6-hours of actual instruction. Teachers participating for less than 6 hours a day may be compensated at \$25 per hour.

**Tuition:** Annual tuition payment (payable to the IHE where the credits will be earned and coded) for graduate course credits is permissible if the course and participant meet all four of the following criteria:

1. The course is directly related to the MSP participants' professional development plan;
2. The course will lead to the completion of an accredited graduate education program/endorsement;
3. The participant successfully completes the course with a grade of B or better; and
4. The tuition for a course is not already provided by the LEA.

**Travel:** Travel expense reimbursement is limited to the state-approved rate per mile and per diems. Other travel arrangements should be made by the least expensive means available. Travel and its relation to the proposed activities must be specified and itemized by destination and cost. Funds may be requested for field work, attendance at meetings and conferences, and other in-state travel associated with the proposed work. In order to qualify for support, however, attendance at meetings or conferences must be necessary to accomplish proposal objectives, or to disseminate its results. Allowance for air travel normally will not exceed the cost of round-trip, economy airfares. Persons traveling under the project must travel by US-Flag air carriers, if available. Out-of-state conference travel shall be limited to one MSP Regional Conference only per year unless otherwise authorized by the DDOE MSP Program Manager.

**Materials and Supplies:** Funds may be spent on materials and supplies to facilitate the professional learning of teachers. The proposal budget justification should indicate the general types of expendable materials and supplies required. Materials and supplies are defined as tangible personal property, other than equipment, costing less than \$5,000, or other lower threshold consistent with the policy established by the proposing organization. Cost estimates must be included for items that represent a substantial amount of the proposed line item cost.

Instructional materials can only be purchased for the teacher attending the professional development for the purposes of the program (federal funds may not be used to purchase equipment or instructional materials for the students of the teacher).

**Sub-awards:** Except for the procurement of such items as commercially available supplies, materials, or general support services allowable under the grant, no significant part of the substantive effort under the grant may be contracted or otherwise transferred to another organization without prior authorization. The intent to enter into such arrangements must be disclosed in the initial proposal, and a separate budget should be provided for each sub-awardee, if already identified, along with a description of the work to be performed. Otherwise, the disclosure should include a clear description of the work to be performed, and the basis for selection of the sub-awardee.

**Restricted Indirect Costs:** 8 percent is the maximum restricted, indirect cost rate allowed. The indirect cost rate applies only to direct costs, not the total award amount received. Applicants must use one of the two following indirect cost rates, whichever is lower:

- A) 8 percent; or
- B) The institution's federally negotiated indirect cost rate.

## INELIGIBLE COSTS:

Costs associated with writing the application;  
 Equipment (smart boards, computers, IPADS, printers, etc.);  
 Full salaries of administrative or clerical personnel\*;  
 Tuition charges and/or university/activity fees already covered in the higher education partners' salary and fringe;  
 Capital improvements;  
 Supporting the research of individual scholars or faculty members;  
 Providing compensation for IHE faculty attending workshops or conferences other than U.S. Department of Education Mathematics and Science Partnership Conferences;  
 Supporting travel to out-of-state professional meetings, unless it is demonstrated that attendance at a meeting will directly and significantly advance a project and has written approval of the DDOE Grant Manager;  
 Costs that are not directly related to the educational program and that are unsupported by the proposal; and  
 Entertaining

*\* In most circumstances, salaries of administrative or clerical staff are included as part of indirect costs (also known as Facilities and Administrative Costs (F&A) for Colleges and Universities). Partial salaries of administrative or clerical staff may be requested as direct costs for a project requiring an extensive amount of administrative or clerical support and where these costs can be readily and specifically identified with the project with a high degree of accuracy. The circumstances for requiring direct charging of these services must be clearly described in the budget justification. Such costs, if not clearly justified, may be deleted. See OMB Circular A-21 (2 CFR Part 220) and OMB Circular A-87 (2 CFR Part 225), for examples of where direct charging of administrative salaries may be appropriate.*

The following table provides further specificity to allowable expenses.

Category	Guidelines
Teacher Stipends	Not to exceed \$155 per day during off-contract time (a day will contain at least 6 hours of actual instructional time); teacher fringe benefits may be covered by MSP grant funds. Teachers must be eligible to work in the United States.
Substitutes	Not to exceed \$115/day when MSP training sessions take place during teacher contract time, and must be in compliance with all state reimbursement limitations for substitutes.
Project Management Team Salaries	Persons serving on the management team may be paid an honorarium at the same rate allowable for teacher stipends.
School-Based Coaches/Mentor Salaries	Shall be based on the negotiated hourly rate plus one hour of paid preparation time at a rate of .5 the negotiated hourly rate per hour of coaching.
Consultants and Contracts	Not to exceed \$70/presentation hour and \$35/hour for preparation time for consultants or presenters with a maximum per day rate of \$800; not to exceed \$50/presentation hour and \$25/hour for preparation time for partnership personnel with a maximum of \$600/day. Only 2 hours prep time /hour of presentation time funded. In certain circumstances (for example a national presenter) written permission from the DDOE Program Manager may be granted for contracts exceeding these limits. All contracts must be in compliance with any state limitations.
Higher Education Faculty	Regular salary per hour of contact time; 50% of salary per hour of planning/preparation time. Only 2 hours prep time /hour of presentation time funded.
Evaluation	A maximum of 8% of total project budget may be spent on a formal project external evaluator. DDOE may allow additional funds for a plan that successfully conducts a quasi-experimental study following U.S. Dept. of ED guidelines/requirements.*
Travel	Reimburse mileage, meals, and lodging according to state/system guidelines for project-related travel only.
Meals	Not to exceed 1% of the total MSP budget for the grant for working lunches/dinners. Must be in accordance with state and federal guidelines. Guidelines will be shared upon receiving an MSP award.

Management Team Events	Reimburse travel expenses for management team participation in U.S. Dept. of ED and DDOE-hosted MSP events according to state/system guidelines.
Materials and Supplies	Funds may be spent on materials and supplies to facilitate professional learning of teachers, not on classroom instructional materials.
Indirect Costs	Not to exceed 8% of direct costs

*MSP Program funds received must be used to supplement and not to supplant funds that would otherwise be used to support proposed activities.*

\*Quasi-experimental Study - A rubric designed by the U.S. Department of Education is used to determine whether a grantee’s evaluation meets the minimum criteria that need to be met for an evaluation to be successfully conducted and yield valid data. Evaluation components covered in the rubric include sample size, quality of measurement instruments, quality of data collection methods, data reduction rates, relevant statistics reported, and baseline equivalence of groups. The rubric is included in Appendix B of this document and is also posted at [www.ed-msp.net](http://www.ed-msp.net) under “Resources.”

All costs must be necessary, reasonable, and allocable.

## Delaware MSP Program Description

Projects are expected to accomplish goals through several key features, which must be evident in all proposals: clearly defined partnerships, carefully delineated work plans, and comprehensive evaluation plans that employ both formative and summative measures.

### Key Features of the Delaware MSP Program

#### Partnership

The success of individual MSP projects rests squarely on the strength of the partner relationship. Each member of the project management team is expected to be actively engaged in the project effort at the institutional and individual levels, as well as share goals, responsibilities, and accountability for the program. The project management team must be convened regularly to oversee the design, implementation, and evaluation of the project. Furthermore, each partnership is expected to draw upon the expertise of all of its members through staff members' collaborative planning and/or facilitation of MSP professional learning sessions.

In addition to the expectations described above, partnerships should provide clear evidence of the following characteristics:

**Commitment:** Partnership members should demonstrate commitment to project goals and projected outcomes unique to its proposal. Commitment is illustrated by each partner's clear description of the expertise, time, and resources it will provide to support the goals of the partnership. Commitment is also evidenced by the descriptions of anticipated benefits included in each partner's Memorandum of Agreement (MOA). While matching funds are not required, in-kind support is highly desirable and preference will be given to proposals in which partners contribute their own resources, including the coordination of other applicable grants, toward the project's success.

**Sustainability:** Partnerships must provide a clear description of long-term plans to use project data to determine its impact on teaching and learning and to support the continuation of the project model beyond the duration of the grant.

**Capacity:** Proposals must describe specific and achievable plans to recruit, serve, and retain a teacher cohort group with increased ability to improve student achievement in tested mathematics and/or science content areas. Further, proposals must provide a detailed description of the people and institutional resources available to conduct the project's activities and how the expertise of each will contribute to the achievement of the project's goals.

#### Work Plan

MSP project partnerships are expected to immerse teachers in a multi-year program of rigorous and appropriate courses and experiences that provide coherent study within a particular mathematics and/or science content area. Such programming should incorporate a number of elements:

*Scientifically-based Research:* Project design must be informed by current research and studies on teaching and learning. Scientifically-based research involves the application of rigorous, systematic, and objective procedures to obtain reliable and valid knowledge relevant to education activities and programs. This research base should provide a rationale for the chosen professional learning model.

*Cohort Approach:* Projects must be designed to provide long-term professional learning opportunities to a cohort of teachers over multiple years.

*Grade Bands:* Projects may focus their efforts on mathematics and/or science teachers of grades K-5, 6-8, and/or 9-12 based on identified needs. Vertical teams or blends supported by needs and content are also appropriate. A separate needs assessment, work plan, and evaluation plan must be evident within the

proposal for each grade band of teachers with whom the partnership proposes to work. If a blend of transitional grades for example 5-6 or 8-12 is part of your plan, include those in a single needs assessment, work plan, and evaluation plan. Be very clear about the grades you are grouping for common instruction and why.

*Professional Learning Plan Design:* MSP projects must be designed to deliver at least **80 hours** of ongoing professional learning to **each teacher** in the cohort group **each year** in the form of both intensive professional learning activities and follow-up training and classroom support. Intensive training is intended to improve the content knowledge and teaching skills of teachers while classroom follow-up training and support is intended to infuse the knowledge and skills gained directly into the classroom to benefit students. Classroom follow-up support and training must be directly related to the focus of the intensive training. Members from each of the partnership organizations must actively participate in both the classroom-level follow-up support as well as the intensive phase of the program. Of the 80 total hours of training provided to each teacher per year, it is recommended that around 60 hours should be devoted to intensive training and approximately 20 hours to follow-up training and classroom support. Partnerships should seek to maximize the number of hours of participation by each cohort member.

#### Project Evaluation and Accountability Plan

Delaware's MSP projects are expected to use both formative and summative assessment methods to evaluate effectiveness. In the formative sense, evaluation should provide evidence of the strengths and weaknesses of the program, informing the partnership's understanding of what works and what does not in order to guide program modifications as needed. Such assessment should largely be provided by each project's formal evaluator. In the summative sense, common assessment tools (i.e. Delaware state education assessment) will be utilized across all projects to assist the DDOE in evaluating and providing feedback on the overall state level project as well as to inform individual partnerships of the effectiveness of the totality of their work.

#### **Assessment instruments must be approved by the DDOE prior to the project receiving funding.**

Applicants are encouraged to build a high-quality randomized controlled trial (RCT) into the design of their project in order to rigorously evaluate its effectiveness. RCTs are considered the gold standard for measuring a project's impact based on persuasive evidence that (i) they are superior to other evaluation methods in producing valid estimates of a project's impact; and (ii) the most commonly-used nonrandomized methods often produce erroneous conclusions. Applicants are encouraged to meet all criteria as defined in the *Guide for Summarizing MSP Evaluation Designs and Results* (Appendix B). This type of design must be carefully planned with an evaluator. MSP applicants, who by themselves may not have the required minimum sample of teachers to carry out an RCT, can propose to partner with other LEAs to form a consortium.

#### ***Providing Services to Eligible Nonpublic School Students, Teachers, and other Personnel***

The No Child Left Behind (NCLB) legislation, Section 9501, requires all applicants for certain discretionary grant programs to include and provide services to eligible nonpublic school students and/or teachers. This MSP grant is subject to the requirements of Sections 9501-9504 of the No Child Left Behind Act of 2001 regarding the equitable participation of nonpublic school teachers in this grant program.

#### ***Nonpublic School Eligibility***

Nonpublic school eligibility is based on the location of the nonpublic school(s), the design of the specific grant program and the needs of the nonpublic school(s). The needs must be able to be met via the discretionary grant program's specific program design. \*\* Generally, the nonpublic school must be located within the communities or geographic boundaries of the applicant agency or partner agency if applicable, serve the same grade band and subject area as the grant, and serve similar numbers of students to public schools in the grant. According to the parameters of the grant program and available funding, the applicant agency determines the area to be served.

**\*\*Example:** *If the design of the grant program is to provide math instruction for seventh and eighth grade teachers, then the nonpublic school(s) must serve seventh and eighth grade teachers who are in need of math instruction and must be in the geographic area served by participating public schools.*

### ***Timely and Meaningful Consultation***

For assistance in identifying all of the nonpublic schools located within its geographic boundaries, the applicant should visit [www.privateschoolreview.com/state\\_private\\_schools/stateid/DE](http://www.privateschoolreview.com/state_private_schools/stateid/DE).

The applicant agency is responsible to **identify** all appropriate nonpublic schools **and to contact** the appropriate nonpublic school officials to begin the consultation process. The nonpublic school(s) must be **given a genuine opportunity to participate** in the grant program. The NCLB legislation requires all applicants to conduct *timely* and *meaningful* consultation with the appropriate nonpublic school officials prior to the development of the local project's grant application and prior to any decision being made regarding the design of the local project that could affect the ability of nonpublic school students, teachers and other education personnel to receive benefits. Consultation **must continue** throughout the implementation and assessment of activities.

Listed below are the considerations that must be taken into account by all applicants when assessing the needs of the nonpublic school students and teachers and when determining in consultation with the nonpublic school(s) whether those needs fit the grant's program design. Consultation generally must include discussion on such issues as: what services will be provided; how, when, where, and by whom the services will be provided; how the services will be assessed and how the results of the assessment will be used to improve those services; the amount of funds available for services; and how and when decisions about the delivery of services will be made.

**NOTE:** A unilateral offer of services by an applicant agency with no opportunity for discussion on the part of the nonpublic school representative **is not adequate consultation.**

### ***Consistent and Comparable Services and Benefits***

The NCLB legislation requires that the participation and involvement of the nonpublic school partners and participants be consistent (closely parallel, be similar) with the number of eligible children enrolled in nonpublic elementary and secondary schools within the geographic boundaries of the applicant agency or partner agency if applicable. The grant-related services and benefits must be comparable (having a similar effect) to those provided to public school children and teachers participating in the program, and they must be provided in a timely manner. All services to nonpublic school students and teachers must be secular, neutral, and non-ideological.

The Education Department General Administrative Regulations (EDGAR) §76.652 states that the applicant agency shall give appropriate representatives a **genuine opportunity** to express their views regarding **each matter** subject to the consultation requirements outlined above. By following this course of action, a successful consultation will result in a well-matched agreement between the applicant and the eligible nonpublic school(s). This agreement should: be appropriate for the specific grant program; allow for the orderly and efficient integration of the services for the nonpublic school students/teachers into the operation of the local project; and result in benefits which have similar effects for the applicant and the nonpublic school students and/or teachers.

## Use of Funds Requirements (EDGAR 76.650 - 76.662)

When providing benefits to nonpublic school students with federal funds, the following must be addressed:

The grantee must maintain administrative control over all funds and property. *(No funds can flow directly to the nonpublic school via a subgrant).*

The grantee may place equipment and supplies in the nonpublic school for the period of time needed for the grant.

**The grantee must ensure that the materials are used only for the purposes of the grant and can be removed from the nonpublic school without remodeling the nonpublic school facility.**

Funds cannot be used for construction of nonpublic school facilities.

Funds must be used to meet **specific needs** of students and staff. *(Funds cannot supplant benefits normally provided by the nonpublic school).*

Funds may be used to pay for services of an employee of the nonpublic school if the employee performs the services outside of his or her regular hours and the employees performs the services under the supervision of the grantee.

All benefits provided, including equipment and materials, must be **secular, neutral and nonideological**.  
(IASA,  
Sec 14503)

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## Required Forms

The applicant must provide, as part of the application, the signed *Equitable Participation of Nonpublic Schools* found in the DDOE MSP Proposal Framework Documents.

**An applicant agency may be disqualified from funding if it fails to provide**

**this form. FERPA**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

MSP Research is typically done in an established educational setting, involving normal educational practices, such as research on the effectiveness of instructional techniques [Section 97.101(b)(1)] involving the use of educational tests. Information is recorded in such a manner that human subjects cannot be identified [Section 97.101(b)(2)] and therefore does not require IRB (institutional review board) approval or parental notification. Please refer to the following website for additional information:  
<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

Awarded projects will receive additional training in updated FERPA rules at the required training session.

## Delaware MSP Proposal Preparation

The DDOE has prepared a comprehensive proposal framework to be used by all partnerships in preparing a proposal for funding consideration. Evident in this framework is the requirement for every partnership to include a separate needs assessment, work plan, and evaluation plan for each grade band of teachers with whom it intends to work. Furthermore, all proposals must include the following components, presented in the sequence specified below.

1. Grant Application Cover Page

2. Assurances (Including the Equitable Participation form)

3. Application Preparation Checklist

4. Project Abstract

All partnerships must provide a **1-page, single-spaced** abstract of the proposal that briefly and concisely describes the program to be implemented and summarizes the intended results of the program. It should identify the project partners, the grade band(s) and content area(s) of proposed work, the number of teachers it intends to serve, the academic/instructional need of the schools in which they provide instruction, the partnership goals, and a brief overview of the work plan and evaluation plan.

5. Repeat Applicant Project Abstract

Partnerships that have previously received MSP funding within the last 3 years (2012 or later) may include an abstract of prior work. The abstract must describe the project's intended goals, the amount of funding received by project year, the number of teachers it intended to serve (according to its formal proposal), the number of teachers it actually served, an explanation of how the budget was spent, qualitative and quantitative evidence of progress towards goals, a description of partnership roles, and an indication of how the proposed work differs from, builds on, or is otherwise informed by prior efforts. The abstract may not exceed **3 single-spaced pages**.

6. Results of Needs Assessment

This section will identify and prioritize baseline professional learning needs of teachers in partner school systems, disaggregated by grade level and content area. It must identify specific gaps or weaknesses in teacher content knowledge. This baseline information must be determined using a current (within the past 12 months) quantitative **and** qualitative content-driven assessment of teacher professional learning needs. It should also include a description of the methods used to collect this information. Additionally, the needs assessment must include the current status of student achievement in mathematics and/or science for the targeted grades and should be disaggregated in table form by gender, ethnicity, socio-economic factors, English language learners (ELL), and disability and then analyzed in narrative form. It must clearly demonstrate high-need qualification.

The results of the teacher and student needs assessments must be used in the establishment of the goals and objectives for the proposed project.

7. Work Plan: Goals and Objectives, Project Deliverables, Project Action Plan, and Project Management Plan

Goals and Objectives - The project narrative must use the results of the content-driven needs assessment to identify **measurable** project objectives for increasing teacher content knowledge and changing teacher practice. It should describe the recruitment and retention strategies that will be used with the teacher cohort group. Objectives should be written in **year-long increments** so projects may assess progress towards goals qualitatively and quantitatively on an annual basis. The annual performance review of the

project must be completed and submitted to DDOE by October 30, regardless of the start date of project activities.

**Project Action Plan** – The project action plan should describe the proposed creative, strategic activities that extend beyond commonplace approaches and how they provide instruction to teachers at a level beyond the level of content they are expected to teach to students; model content-specific instructional strategies that will provide teachers with the methodologies to effectively improve student achievement; and describe how the professional learning sessions are specifically aligned to the content and standards in which participating teachers must provide instruction. The narrative should provide evidence of (a) an effective partnership among all organizations that work together to realize the project’s vision and goals, (b) the participation of all project members in planning, design, and implementation, and (c) sufficient capacity of the partners to support the scale and scope of the project, especially the number of teacher participants. It should describe in detail how the partnership will achieve the goals and anticipated quantitative outcomes by means of a coherent plan. This description should include the research or evidence base on which the proposed work rests. It should describe how many schools and teachers will participate in the project and the level of need at those schools. Furthermore, it should describe how each partner will contribute to the proposed work. It must provide a timeline that correlates with the proposed action plan and the quantitative outcome goals and annual benchmarks.

**Project Management Plan** – This portion of the narrative should describe the management plan by which all partners are fully engaged to realize the partnership’s goals and outcomes. It should describe in detail the specific roles, responsibilities, and time commitments of the project management team. It should also provide the number of STEM faculty and teacher preparation faculty who will be engaged in the project work. A one-page vitae for all project management team members, faculty members, and consultants involved with the project must be included in the proposal appendix. Their role in the grant should be noted on their vitae in the upper-right-hand corner.

8. Evaluation and Accountability Plan

The evaluation and accountability plan should be described in terms of how it will guide project progress annually and will measure the impact of the work described in the action plan, including a description of the instruments/metrics (state-required and other) by which the project will measure its progress towards goals. It should describe both formative and summative assessment methods that will be used. Formative evaluation should provide evidence of the strengths and weaknesses of the project and help the partnership identify the extent to which the lessons learned from the sessions are being applied by teacher participants at the classroom level. Summative evaluation should give an objective analysis of qualitative and quantitative data, thus demonstrating the effectiveness of the project on student and teacher outcomes. **If working with teachers in grades K-1, you must state how you will monitor student growth as there are no state scored tests for mathematics and science at these grade levels.** Although the evaluation plan will be developed with input from the partnership, objective analyses and findings **must** be determined by either an external evaluator or an evaluator within a partner institution who is clearly separate and distinct from the partnership participants and their respective departments. A timeline for the evaluation should be included, and the qualifications of the evaluator should be provided in a one-page vitae in the appendix.

*Note: The needs assessment(s), work plan(s), and evaluation/accountability plan(s) for all grade bands included in the proposal must not exceed **20 total pages (1.5 line spacing)**.*

9. Budget and Budget Narrative

Partnerships must submit **one** budget form for the entire proposed project. Each proposal must contain a budget for each year of support requested. The amounts requested for each budget line item should be documented and justified in the budget justification as specified below. The budget justification should be no more than three pages. The proposal may request funds under any of the categories listed so long as the

item and amount are considered necessary, reasonable, allocable, and allowable under the applicable cost principles. Amounts and expenses budgeted also must be consistent with the proposing organization's policies and procedures and cost accounting practices used in accumulating and reporting costs. Cost principles governing the allowability of costs are contained in OMB Circulars A-21 (Colleges & Universities), A-87 (State, Local, & Indian Tribal Governments), and A-122 (Non-Profit Organizations) and are available at <http://www.whitehouse.gov/omb/circulars/index.html>.

The budget(s) and the corresponding narrative(s) should be aligned with the activities described in the proposal narrative, show evidence of effective, appropriate, and efficient use of funds, and describe clearly the full range of resources that will be used to accomplish the goals of the project.

#### 10. Appendix

Within the appendix of the proposal, partnerships should provide additional project information including but not limited to (a) completed and signed partner identification/contribution/commitment/MOU form, (b) bibliography of works cited, (c) 1-page vitae of appropriate partnership personnel, (d) Signed Statement of Assurances form from each partner, (d) additional proposal support information submitted at the discretion of the partnership, such as samples of instruments used to conduct needs assessments, etc.

*Note: Each MOU should clearly outline the role and contributions of the partner and provide evidence that the proposed partnership activities are integral to the partner's instructional mission. It should be signed by the authorized authority (dean, VP, etc.) of each department of a higher education partner, the Superintendent of each partner school system, and the head of any other partner organization. All MOUs from school systems should clearly indicate their **willingness to share student data** of participating teachers **in a timely fashion** for annual reports to the US Dept. of Education.*

### Delaware MSP Program Review and Award Process

#### Review Process

DDOE staff will review proposals as they are received for eligibility, completeness, and compliance with application requirements. If, in the judgment of the DDOE, a proposal is late or significantly incomplete, or if an applicant cannot establish its eligibility, the proposal will be omitted from consideration. In such cases, applicants will be notified of the decision in writing, and the decision of the DDOE is final.

An external review panel whose members have substantive expertise will then be convened to review all eligible proposals. The DDOE will recruit in-state and/or out-of-state panelists who bear no conflict of interest towards any of the partnerships. The review panel will use a rubric to evaluate the merits of each eligible proposal, assign a score, and make recommendations to the DDOE MSP Program Manager in terms of program, budget, and efficacy. The review panel's scores and recommendations will be the primary determinant of successful proposals and will form the basis for negotiation and final selection. Proposals will be ranked according to the final score assigned by the review panel and selected for funding consideration based upon specific criteria: final score; cost-effectiveness ratio determined by the relationship between the number of teachers served, the actual amount of teacher-faculty instructional contact time, and the total cost of the program; and geographic distribution. Following the review, the DDOE will make award decisions to fund those proposals that show the most promise for improving teacher content knowledge and instructional practice in mathematics and/or science. In order to maximize the effects of limited funds, applicants whose grants are awarded at less than the original request level may be asked to revise the project budget and/or scope of project work.

### Review Criteria

The detailed scoring rubric that will be used by the review panel to assess applicant proposals can be found in the appendix of this RFP; however, the general review criteria are included below. Any proposal that earns a score of zero in any of the efficacy of plan criteria on the scoring rubric(s) will be disqualified from funding consideration.

### Rubric: Criteria for Applicants

<b>Categories</b>	<b>Points Possible</b>
Priority Scoring Points	9
Commitment and Capacity of Partnership	9
Demonstration of Need and Research Base	9
Alignment of Goals/Objectives with Professional Learning Needs	9
Efficacy of Plan	12
Evaluation and Accountability Plan	12
Budget and Cost Effectiveness	9
Effectiveness of Prior State Support	9

### Notification of Award

Upon completion of the review process, the DDOE MSP Program Manager will present funding recommendations to the Department for its consideration. Once final funding decisions have been approved by the DDOE, project directors will be notified of the status of their proposal in writing. Award packets with program-specific information will be emailed to each funded partnership. A required meeting of all project directors and leadership teams of funded partnerships will be held by the MSP Program manager of the DDOE in **February/March, 2016**.

### MSP Program Inquiries

Please direct all MSP Program inquiries to Shelley Rouser (shelley.rouser@doe.k12.de.us), interim DDOE MSP Program Manager.

### MSP Grant Funding

Funding for DE MSP Grants is contingent on the USDOE providing funding to the state. The DDOE reserves the right to eliminate, reduce or increase funding to any awarded grant based on its annual MSP allocation from the USDOE. The DDOE also reserves the right to shorten or extend the grant funding period based on the performance reviews of awarded grants.

### III. Required Information

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

#### A. Minimum Requirements

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

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

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

#### B. General Evaluation Requirements

1. Priority Scoring Points
2. Commitment and Capacity of Partnership
3. Demonstration of Need and Research Base
4. Alignment of Goals/Objectives with Professional Learning Needs
5. Efficacy of Plan
6. Evaluation and Accountability Plan
7. Budget and Cost Effectiveness
8. Effectiveness of Prior State Support

### 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/rfplisting/> and the State of Delaware Procurement website at <http://bids.delaware.gov/> Paper copies of this RFP will not be available.

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

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

**4. RFP Designated Contact**

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

**Shelley Rouser**  
**Delaware Department of Education**  
**401 Federal Street, Suite #2**  
**Dover, DE 19901-3639**  
**Shelley.Rouser@doe.k12.de.us**

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

**5. Consultants and Legal Counsel**

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

**6. Contact with State Employees**

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

**7. Organizations Ineligible to Bid**

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

**8. Exclusions**

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;

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- b. Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
- c. Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
- d. Has violated contract provisions such as;
  - 1) Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
  - 2) Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;
- e. Has violated ethical standards set out in law or regulation; and
- f. Any other cause listed in regulations of the State of Delaware determined to be serious and compelling as to affect responsibility as a State contractor, including suspension or debarment by another governmental entity for a cause listed in the regulations.

**B. RFP Submissions**

**1. Acknowledgement of Understanding of Terms**

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

**2. Proposals**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with   6   paper copies and   6   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:

- 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).

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All properly sealed and marked proposals are to be sent to DDOE and received no later than **3:00 PM (Local Time) on January 11, 2016**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

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

**Vendors are directed to clearly print “BID ENCLOSED” and “RFP # DOE – 2016-07 Delaware MSP Program” 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 January 11, 2016**. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

**3. Proposal Modifications**

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

**4. Proposal Costs and Expenses**

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

**5. Proposal Expiration Date**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through **July 31, 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

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the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**7. Proposal Opening**

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

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

**8. Non-Conforming Proposals**

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

**9. Concise Proposals**

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

**10. Realistic Proposals**

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

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

**11. Confidentiality of Documents**

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

The DDOE is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, [29 Del. C. Ch. 100](#). Under the law, all the DDOE's records are public records (unless otherwise declared by law to be confidential) and are 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.

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

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

**12. Multi-Vendor Solutions (Joint Ventures)**

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

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

**a. Primary Vendor**

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

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

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

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**b. Sub-contracting**

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

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

**c. Multiple Proposals**

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

**13. Sub-Contracting**

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

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

**14. Discrepancies and Omissions**

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

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

**a. RFP Question and Answer Process**

The DDOE will allow written requests for clarification of the RFP. All questions should be posted on DDOE's website at:

<https://pubapps.doe.k12.de.us/rfp/submit/> by **December 16, 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

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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 **December 16, 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**

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:

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<https://pubapps.doe.k12.de.us/rfplisting/>  
and <http://bids.delaware.gov/>

DDOE is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

**20. Exceptions to the RFP**

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

**21. Award of Contract**

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

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

**a. RFP Award Notifications**

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

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

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

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

**22. Cooperatives**

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

**C. RFP Evaluation Process**

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

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

**1. Proposal Evaluation Team**

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

**2. Proposal Selection Criteria**

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

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

The Team reserves the right to:

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

**Criteria Weight**

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

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Criteria	Weight
Priority Scoring Points	9
Commitment and Capacity of Partnership	9
Demonstration of Need and Research Base	9
Alignment of Goals/Objectives with Professional Learning Needs	9
Efficacy of Plan	12
Evaluation and Accountability Plan	12
Budget and Cost Effectiveness	9
Effectiveness of Prior State Support	9

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

**3. Proposal Clarification**

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

**4. References**

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

**5. Oral Presentations**

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

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

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

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

**D. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. General Information**

- a. The term of the contract between the successful bidder and DDOE shall be for **3** years with **2** possible extensions for a period of **1 year** for each extension.
- b. The selected vendor will be required to enter into a written agreement with the DDOE. The DDOE reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the DDOE. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
- c. The selected vendor or vendors will be expected to enter negotiations with the DDOE, which will result in a formal contract between parties. Procurement will be in accordance with subsequent contracted agreement. This RFP and the selected vendor's response to this RFP will be incorporated as part of any formal contract.
- d. The DDOE's standard contract (Attachment 11) will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a DDOE purchase order signed by two authorized representatives of the agency requesting service and properly processed through the DDOE Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

**3. Collusion or Fraud**

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

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

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

**4. Lobbying and Gratuities**

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

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

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

**5. Solicitation of State Employees**

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

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

**6. General Contract Terms**

**a. Independent Contractors**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency,

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

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

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

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

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

**c. ACA Safe Harbor**

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act ("ACA"). Therefore, the State seeks to utilize the "Common-law Employer Safe Harbor Exception" under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can

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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:

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

**f. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the DDOE, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney’s fees, arising out of the

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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:

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 of system acceptance. The warranty shall require the Vendor correct, at

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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

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shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the State.

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

**n. Non-discrimination**

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

**o. Covenant against Contingent Fees**

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

**p. Vendor Activity**

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

**q. Vendor Responsibility**

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

**r. Personnel, Equipment and Services**

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1. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
2. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
3. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment 6 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 6 must be approved in writing by the State.

**s. Fair Background Check Practices**

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

**t. Work Product**

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

**u. Contract Documents**

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

**v. Applicable Law**

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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5. that programs, services, and activities provided to the general public under resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

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

The selected vendor shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws, and County and local ordinances, regulations and codes, and those laws, ordinances, regulations, and codes adopted during its performance of the work.

**w. Severability**

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

**x. Scope of Agreement**

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

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**y. Affirmation**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

**z. Audit Access to Records**

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

**aa. Other General Conditions**

1. **Current Version** – “Packaged” application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer’s latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The DDOE reserves the right to use equipment and material furnished under this proposal prior to final acceptance. Such use shall not constitute acceptance of the work or any part thereof by the DDOE.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the DDOE.

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8. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the State's financial reporting system.
9. **Additional Terms and Conditions** – The DDOE reserves the right to add terms and conditions during the contract negotiations.

**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://state.extranet.dti.state.de.us/documents/SystemArchitectureStandard.pdf> . In performing the specified services, Vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, Vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by Vendor's failure to ensure compliance with DTI standards.

**E. RFP Miscellaneous Information**

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

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

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**

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

**F. Attachments**

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Monthly Usage Report
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report
- Attachment 9 – Employing Delawareans Report
- Attachment 10 – Office of Supplier Diversity Application
- Attachment 11 – DDOE’s Standard Contract Template
- Appendix A – Possible Resources for MSP Proposal Preparation
- Appendix B – Guide for summarizing MSP evaluation designs and results
- Appendix C – Scoring Rubric for all applicants for 2016 submittals
- Appendix D – Proposal framework

*[balance of page is intentionally left blank]*

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**IMPORTANT – PLEASE NOTE**

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

**REQUIRED REPORTING**

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

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

**AGENCIES MAY NOT REMOVE SUBCONTRACTING 2<sup>ND</sup> TIER REPORTS –**  
Reporting is required by Executive Order.

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

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

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Attachment 1

**NO PROPOSAL REPLY FORM**

Contract No. DOE 2016-07

Contract Title: Delaware MSP Program

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

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**Attachment 2**

**CONTRACT NO.:** DOE 2016-07  
**CONTRACT TITLE:** Delaware MSP Program  
**OPENING DATE:** January 11, 2016 at 3:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

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

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

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

	Corporation
	Partnership
	Individual

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

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

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

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

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

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

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

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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Attachment 5

Contract No. **DOE 2016-07**  
Contract Title: **Delaware MSP Program**

BUSINESS REFERENCES

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

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

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

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

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

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

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

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Attachment 6

SUBCONTRACTOR INFORMATION FORM

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. <b><u>DOE 2016-07</u></b>	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY ( <i>Signature</i> )	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
<b>PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR</b>		
9a. NAME OF PERSON SIGNING	10. BY ( <i>Signature</i> )	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

\* Use a separate form for each subcontractor





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**Attachment 9**

Contract No. **DOE 2016-07**  
Contract Title: **Delaware MSP Program**

EMPLOYING DELAWAREANS REPORT

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

1. Number of employees reasonable anticipated to be employed on the project:  
\_\_\_\_\_
2. Number and percentage of such employees who are bona fide legal residents of Delaware: \_\_\_\_\_  
  
Percentage of such employees who are bona fide legal residents of Delaware:  
\_\_\_\_\_
3. Total number of employees of the bidder: \_\_\_\_\_
4. Total percentage of employees who are bona fide residents of Delaware:  
\_\_\_\_\_

If subcontractors are to be used:

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

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

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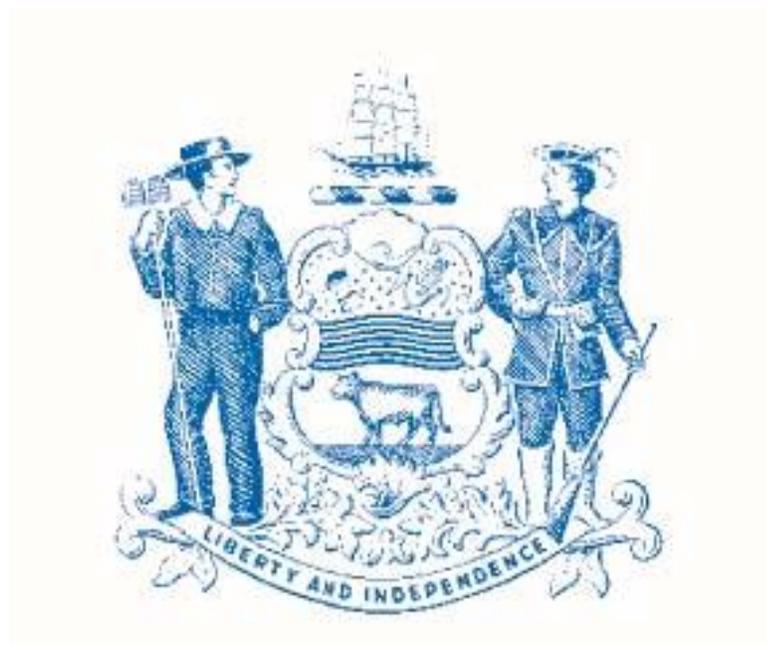
Attachment 10

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

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

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

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



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**Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>

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

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Attachment 11

DOE CONTRACT TEMPLATE  
**Delaware MSP Program – DOE 2016-07**

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.

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

**2. Payment for Services and Expenses.**

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

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penalties from any related deficiency, which may become due and payable as a consequence of this Agreement.

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

2.8 Invoices shall be submitted to:

**3. Responsibilities of VENDOR NAME.**

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

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

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

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

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

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

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

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

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

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

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

**4. Time Schedule.**

4.1 A project schedule is included in Appendix A.

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

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

**5. State Responsibilities.**

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

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

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

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

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

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

VENDOR NAME shall return any original data provided by DDOE.

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.

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 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 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.

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.

**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.

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.

## 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:

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

## Appendix A: Possible Resources for MSP Proposal Preparation

### U.S. Department of Education/MSP Program

<http://www.ed.gov/programs/mathsci/index.html>.

### National Staff Development Council (NSDC)

<http://www.nsd.org/>.

### Horizon Research, Incorporated (HRI)

The website of HRI offers a wealth of information related to research and evaluation of mathematics and science initiatives: <http://www.horizon-research.com/instruments/>.

### Learning Mathematics for Teaching (LMT) Project

The LMT Project website offers information on this assessment instrument suggested by the DDOE for funded mathematics MSP projects: <http://sitemaker.umich.edu/lmt/home> .

### Project MOSART

Project MOSART's website offers thorough information, including a tutorial, on this suggested assessment instruments: [www.cfa.harvard.edu/smghp/mosart/aboutmosart\\_2.html](http://www.cfa.harvard.edu/smghp/mosart/aboutmosart_2.html) .

### American Association for the Advancement of Science Project 2061 Science Assessment

Intended primarily for teachers, these assessment items and resources will also be useful to education researchers, test developers, and anyone who is interested in the performance of middle and high school students/teachers in science: <http://assessment.aaas.org> .

### National Council of Teachers of Mathematics (NCTM)

The website of the NCTM might be helpful in providing research findings and professional learning ideas for use in a science teacher quality program: <http://www.nctm.org/>.

### National Science Teachers Association (NSTA)

The website of the NSTA might be helpful in providing research findings and professional learning ideas for use in a science teacher quality program: <http://www.nsta.org/>.

### National Academies

**A Framework for K-12 Science Education: Practices, Crosscutting Concepts, and Core Ideas** identifies the key scientific ideas and practices all students should learn by the end of high school. It will serve as the foundation for new K-12 science education standards: [http://www7.nationalacademies.org/bose/Standards\\_Framework\\_Homepage.html](http://www7.nationalacademies.org/bose/Standards_Framework_Homepage.html) .

### Common Core State Standards Initiative: Mathematics

[http://www.corestandards.org/assets/CCSSI\\_Math%20Standards.pdf](http://www.corestandards.org/assets/CCSSI_Math%20Standards.pdf)

### Next Generation Science Standards

[www.nextgenscience.org](http://www.nextgenscience.org)

### The Delaware Department of Education

[www.doe.k12.de.us](http://www.doe.k12.de.us)

## Appendix B: Guide for Summarizing MSP Evaluation Designs and Results

### Guide for Summarizing MSP Evaluation Designs and Results

One of the goals of the Mathematics and Science Partnership (MSP) program is to contribute to the knowledge base on effective professional development in mathematics and science. To this end, the MSP legislation (Title II, Part B) requires every MSP project to design and implement an evaluation and accountability plan that allows for a rigorous assessment of its effectiveness, and which includes information on the project's impact on teachers and students. In order to ensure that projects are providing high-quality information on program outcomes, the *Criteria for Classifying Designs of MSP Evaluations* (printed after this document /part of Appendix B), was developed as part of the Data Quality Initiative through the Institute for Education Sciences (IES) at the U.S. Department of Education. The criteria that comprise the rubric specify conditions that projects that use experimental designs and quasi-experimental designs must meet in order to be deemed rigorous evaluations.

In 2008, the rubric was applied to the final evaluation reports of completed MSP projects for the first time. In doing so, it became apparent that most projects evaluate more than one component of their project (e.g., teacher content knowledge in mathematics and/or science, teacher attitudes and beliefs, student content knowledge in mathematics and/or science), that different evaluation techniques are often applied to the different components, and that some components meet all the criteria for being classified as a rigorous evaluation while other components do not. It also became apparent that while most projects collect most of the information needed to assess their evaluation design(s), few report the information in a manner that allows it to be easily evaluated with the rubric.

This *Guide* was developed to provide Project Directors and Evaluators with guidance on how best to summarize their evaluation data to facilitate the review and assessment of their evaluation design(s). We recommend that you present the results for each of the criteria discussed below in an Executive Summary at the beginning of your *final* evaluation report.

#### Screening Process

MSP evaluations undergo a two-stage screening process. They are first screened for the type of evaluation design and then for the strength of the implementation of the individual elements of the design. Below we present the criteria that are used in each stage of the screening process followed by recommended summary tables or narrative reporting guidelines, where relevant, for presenting information about your evaluation.

#### Evaluation Design

To be classified as having a strong design, only one component of the evaluation has to be either 1) an experimental study that compares the outcomes of a randomly assigned treatment and control group or 2) a quasi-experimental study that compares the outcomes of a treatment and comparison group that meets one of two design criteria:

*comparison group study with equating*—statistical controls or matching techniques were used to make the treatment and comparison groups similar on their pre-intervention characteristics; or

*regression-discontinuity study*—individuals (or other units such as classrooms or schools) were assigned to treatment or comparison groups on the basis of a “cutoff” score on a pre-intervention non-dichotomous measure.

#### Summary Information

List each outcome that you are evaluating and the participant group to whom it applies, and check the type of evaluation design applied to that group. *The table below provides an example of a project that evaluated five outcomes using three different designs.*

<b>Table 1. Evaluation Design Type</b>				
<b>Participant Group and Outcome</b>	<b>Experimental Design</b>	<b>Quasi-Experimental Design</b>		<b>Other Design</b>
		<b>with equating (matching)</b>	<b>regression discontinuity</b>	
<i>Elementary teachers science knowledge</i>	x			
<i>Elementary teachers mathematics knowledge</i>	x			
<i>Elementary students science achievement</i>		x		
<i>Elementary students mathematics achievement</i>		x		
<i>Elementary teacher classroom practice science</i>				x
<i>Elementary teacher classroom practice mathematics</i>				x

*Experimental Designs*

For each participant group and outcome that was evaluated using an experimental design, please describe how units (i.e., participants, classroom schools, or districts) were randomly assigned to groups.

1. Participant Group/Outcome: \_\_\_\_\_: *(describe random assignment)*
2. Participant Group/Outcome: \_\_\_\_\_: *(describe random assignment)*
3. Participant Group/Outcome: \_\_\_\_\_: *(describe random assignment)*

**Elements of the Design**

To be classified a strong design each participant group/outcome that was evaluated using a quasi-experimental design must meet all of the following six criteria. Participant group/outcomes that were evaluated using an experimental design must meet every criterion except the first, baseline equivalence of groups, as randomly assigned groups are assumed to be equivalent at baseline.

**A. Baseline Equivalence of Groups (quasi-experimental designs only)**

**Criterion:**

- No significant pre-intervention differences between treatment and comparison group on variables related to the study’s key outcomes; or
- Adequate steps were taken to address the lack of baseline equivalence in the statistical analysis.

**Summary Information:**

For each participant group and outcome provide the treatment and comparison groups’ pre-test score (mean or percent) and the p-value of the statistical test used to assess equivalence.

<b>Table 2. Baseline Equivalence of Groups</b>			
<b>Participant Group/Outcome and Matching Variables</b>	<b>Treatment Group Pre-test Score</b>	<b>Comparison Group Pre-test Score</b>	<b>p-value</b>
<b>Participant Group and Outcome:</b> <i>Middle School Students/Middle School Mathematics</i>			
<i>Student achievement</i>	<i>mean or percent</i>	<i>mean or percent</i>	
<i>Student demographic characteristics</i>	<i>mean or percent</i>	<i>mean or percent</i>	
<b>Participant Group and Outcome:</b> <i>Middle Schools Students/Middle School Science</i>			
<i>Student achievement</i>	<i>mean or percent</i>	<i>mean or percent</i>	
<i>Student demographic characteristics</i>	<i>mean or percent</i>	<i>mean or percent</i>	
<b>Participant Group and Outcome:</b> <i>Middle School Teachers/Middle School Science</i>			
<i>Teacher characteristics</i>	<i>mean or percent</i>	<i>mean or percent</i>	
<b>Participant Group and Outcome:</b> <i>Middle School Teachers/Middle School Science</i>			
<i>Teacher characteristics</i>	<i>mean or percent</i>	<i>mean or percent</i>	

## B. Sample Size

### *Criterion:*

- Sample size was adequate based on a power analysis with recommended:
  - Significance level = 0.05
  - Power = 0.8
  - Minimum detectable effect informed by actual data; or

Absent a power analysis, a study will qualify as meeting the criterion in the following scenarios assuming the level of the intervention is the same as the unit of assignment or grouping (see Working Definitions for Projects in Criteria section at the end of this document (part of this Appendix B) for the assumptions that each scenario is based on).

### *Teacher Outcomes*

- Case #1: For interventions at the school or district level, an evaluation would need a sample of at least 12 schools or districts.

Case #2: For interventions at the teacher or classroom level, an evaluation would need a sample of at least 60 teachers

### *Student outcomes*

Case #1: For interventions at the school or district level, an evaluation would need a sample of at least 12 schools or districts.

Case #2: For interventions at the teacher or classroom level, an evaluation would need a sample of at least 18 classrooms/teachers.

Case #3: For interventions at the individual student level, an evaluation would need a sample of at least 130 students.

If the design is unbalanced (i.e., there are more treatment units than control/comparison or vice versa), the smaller of the two groups must at least meet the minimum sample size divided by 2. For example, for teacher outcomes Case #1, it is acceptable if there are 6 control/comparison schools and more than 6 treatment schools or vice versa.

**Summary Information**

For each participant group and outcome provide the *final* sample size at the level of random assignment or matching for the treatment and comparison/control group. Provide power calculation assumptions, if applicable.

<b>Table 3. Sample Size</b>			
<b>Participant Group and Outcome</b>	<b>Treatment Group (Final sample size)</b>	<b>Comparison/Control Group (Final sample size)</b>	<b>Power Analysis Findings (if applicable)</b>
<i>Elementary teachers mathematics knowledge</i>	<i>N</i>	<i>N</i>	alpha = power = MDE =
<i>Elementary students science achievement</i>	<i>N</i>	<i>N</i>	alpha = power = MDE =
<i>Elementary students mathematics achievement</i>	<i>N</i>	<i>N</i>	alpha = power = MDE =
<i>Elementary teacher classroom practice science</i>	<i>N</i>	<i>N</i>	alpha = power = MDE =
<i>Recommended significant levels: alpha = 0.05, power = 0.8; minimal detectable effect (MDE) = informed by actual data.</i>			

**C. Quality of Measurement Instruments**

**Criterion:**

- The study used existing data collection instruments that had already been deemed valid and reliable to measure key outcomes; or
- The study used data collection instruments developed specifically for the study that were sufficiently pre-tested with subjects who were comparable to the study sample.

Using selected items from a validated and reliable instrument or instruments is acceptable if the resulting instrument:

- Includes at least 10 items, *and*
- At least 70 percent of the items are from the validated and reliable instrument(s).

**Summary Information**

For each participant group and outcome, provide the name of the instrument that was used to measure the outcome and provide evidence of the instrument’s validity and reliability. The evidence for borrowed or adapted instruments may be a website or other reference where the evidence is provided, or a narrative description of the evidence. For locally developed instruments that pre-tested the instruments, provide evidence of reliability and validity from those tests. For locally developed instruments that use items from one or more pre-existing valid and reliable instruments, provide the total number of items and the number of items borrowed from each instrument. *The table below provides examples of how to present data on different types of instruments.*

<b>Table 4. Data Collection Instruments</b>		
<b>Participant Group and Outcome</b>	<b>Name of Instrument</b>	<b>Evidence for Validity and Reliability</b>
<i>Teacher content knowledge – mathematics</i>	<i>DTAMS</i>	<i>Cite website or other reference where evidence can be found.</i>
<i>Teacher content knowledge – mathematics</i>	<i>Locally developed instrument</i>	<i>Total items = 20 NAEP items = 15 LMT items = 5</i>
<i>Teacher content knowledge – physics</i>	<i>Locally developed instrument</i>	<i>Narrative description of evidence (e.g., Cronbach alpha, face validity).</i>
<i>Teacher content knowledge - biology</i>	<i>Locally developed instrument</i>	<i>Not tested for validity or reliability.</i>

**D. Quality of the Data Collection Methods**

**Criterion:**

- The methods, procedures, and timeframes used to collect the key outcome data from treatment and comparison groups were the same.

**Summary Information**

For each participant group and outcome, describe the method/procedure for collecting data from the treatment group, and indicate whether the same method/procedure was used to collect data from the comparison group. If the same method was not used, describe the method/procedure.

1. Participant Group and Outcome: \_\_\_\_\_

a. Method/procedure for collecting data from treatment group (*describe*):

b. Was the same method/procedure used to collect data from the comparison group? \_\_\_\_ Yes \_\_\_\_ No  
If no, please describe how the method/procedure was different:

c. Time frame for data collection. Indicate the month and year that each test was administered to each group.

<b>Table 5. Time Frame for Data Collect</b>			
<b>Participant Group and Outcome</b>	<b>Month and Year</b>		
	<b>Pre-test</b>	<b>Post-test</b>	<b>Repeated Post-test</b>
Treatment group			
Comparison group			

2. Participant Group and Outcome: \_\_\_\_\_

a. Method/procedure for collecting data from treatment group (*describe*):

b. Was the same method/procedure used to collect data from the comparison group? \_\_\_\_ Yes \_\_\_\_ No  
If no, please describe how the method/procedure was different:

c. Time frame for data collection. Indicate the month and year that each test was administered to each group.

Table 5. Time Frame for Data Collect			
Participant Group and Outcome	Month and Year		
	Pre-test	Post-test	Repeated Post-test
Treatment group			
Comparison group			

3. Participant Group and Outcome: \_\_\_\_\_

a. Method/procedure for collecting data from treatment group (*describe*):

b. Was the same method/procedure used to collect data from the comparison group? \_\_\_\_ Yes \_\_\_\_ No  
If no, please describe how the method/procedure was different:

c. Time frame for data collection. Indicate the month and year that each test was administered to each group.

Table 5. Time Frame for Data Collection			
Participant Group and Outcome	Month and Year		
	Pre-test	Post-test	Repeated Post-test
Treatment group			
Comparison group			

**E. Data Reduction Rates**

There are two aspects to the data reduction criterion: attrition rates and response rates. An evaluation must meet the criterion for both attrition and response rates in order for it to meet the data reduction rates criterion. One exception is for cross-sectional studies that collect one-time data when only response rates apply. For longitudinal/pre-post studies that collect data from the same individuals over time, one needs to look at both the response rates and attrition rates criteria.

**Criterion:**

- The study measured the key outcome variable(s) in the post-tests for at least 70 percent of the original study sample (treatment and comparison groups combined)
- **Or** there is evidence that the high rates of data reduction were unrelated to the intervention; **AND**
- The proportion of the original study sample that was retained in the follow-up data collection activities (e.g., post-intervention surveys) and/or for whom post-intervention data were provided (e.g., test scores) was similar for both the treatment and comparison groups (i.e., less than or equal to a 15 percent difference),
- **Or** the proportion of the original study sample that was retained in the follow-up data collection was different for the treatment and comparison groups, and sufficient steps were taken to address this differential attrition were not taken in the statistical analysis.

**Summary Information**

For each participant group and outcome, provide the following information for the treatment and comparison group: original sample size, pre-test sample size and the pre-test response rate (the percent of the pre-test sample that took the pre-test), post-test sample size and post-test response rate (the percent of the post-test sample that took the post-test), and the attrition rate, where the rate is calculated as the number of individuals who took *both* the pre- *and* post-test divided the number of individuals who took the post test.

<b>Table 6. Data Reduction Rates</b>				
	<b>Original Sample Size</b>	<b>Pre-test Sample Size &amp; Response Rate</b>	<b>Post-test Sample Size &amp; Response Rate</b>	<b>Attrition Rate (for designs with pre-test)</b>
<b>Participant Group and Outcome:</b> <i>Elementary teachers science</i>				
Treatment group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
Comparison group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
<b>Participant Group and Outcome:</b> <i>Elementary teachers mathematics</i>				
Treatment group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
Comparison group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
<b>Participant Group and Outcome:</b> <i>Elementary students science</i>				
Treatment group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
Comparison group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
<b>Participant Group and Outcome:</b> <i>Elementary students mathematics</i>				
Treatment group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>
Comparison group	<i>N</i>	<i>N, % responding</i>	<i>N, % responding</i>	<i>%</i>

**E. Relevant Statistics**

**Criterion:**

- The final report includes treatment and comparison group post-test means and tests of significance for key outcomes; or
- Provides sufficient information for calculation of statistical significance (e.g., mean, sample size, standard deviation/standard error).

**Summary Information**

For each participant group and outcome, provide the following information for the treatment and comparison group: post-test sample size, mean or percent, and test of significance; or post-test sample size, mean or percent, and standard deviation (SD) or standard error (SE).

<b>Table 7. Relevant statistics</b>					
	<b>Post-test N</b>	<b>Mean or Percent</b>	<b>SD or SE</b>	<b>t, F, or chi square</b>	<b>p-value</b>
<b>Participant Group and Outcome:</b> <i>Elementary teachers science</i>					
Treatment group					
Comparison group					
<b>Participant Group and Outcome:</b> <i>Elementary teachers mathematics</i>					
Treatment group					
Comparison group					
<b>Participant Group and Outcome:</b> <i>Elementary students science</i>					
Treatment group					
Comparison group					
<b>Participant Group and Outcome:</b> <i>Elementary students mathematics</i>					
Treatment group					
Comparison group					

## Criteria for Classifying Designs of MSP Evaluations<sup>1</sup>

**Experimental study**—the study measures the intervention’s effect by randomly assigning individuals (or other units, such as classrooms or schools) to a group that participated in the intervention, or to a control group that did not; and then compares post-intervention outcomes for the two groups

**Quasi-experimental study**—the study measures the intervention’s effect by comparing post-intervention outcomes for treatment participants with outcomes for a comparison group (that was not exposed to the intervention), chosen through methods other than random assignment. For example:

- *Comparison-group study with equating*—a study in which statistical controls and/or matching techniques are used to make the treatment and comparison groups similar in their pre-intervention characteristics
- *Regression-discontinuity study*—a study in which individuals (or other units, such as classrooms or schools) are assigned to treatment or comparison groups on the basis of a “cutoff” score on a pre-intervention non-dichotomous measure

### Other

- The study uses a design other than a randomized controlled trial, comparison-group study with equating, or regression-discontinuity study, including *pre-post* studies, which measure the intervention’s effect based on the pre-test to post-test differences of a single group, and comparison-group studies without equating, or non-experimental studies that compare outcomes of groups that vary with respect to implementation fidelity or program dosage.

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<sup>1</sup> To be used for addressing following MSP GPRA measure: *The percentage of MSP projects that use an experimental or quasi-experimental design for their evaluations that are conducted successfully and that yield scientifically valid results.*

## Criteria for Assessing whether *Experimental Designs* Were Conducted Successfully and Yielded Scientifically Valid Results

### A. Sample size<sup>2</sup>

**Met the criterion**—sample size was adequate (i.e. based on power analysis with recommended significance level=0.05, power=0.8, and a minimum detectable effect informed by the literature or otherwise justified).

**Did not meet the criterion** —the sample size was too small

**Did not address the criterion**

### B. Quality of the Measurement Instruments

**Met the criterion**—the study used existing data collection instruments that had already been deemed valid and reliable to measure key outcomes; or data collection instruments developed specifically for the study were sufficiently pre-tested with subjects who were comparable to the study sample

**Did not meet the criterion** —the key data collection instruments used in the evaluation lacked evidence of validity and reliability

**Did not address the criterion**

### C. Quality of the Data Collection Methods

**Met the criterion**—the methods, procedures, and timeframes used to collect the key outcome data from treatment and control groups were the same

**Did not meet the criterion**—instruments/assessments were administered differently in manner and/or at different times to treatment and control group participants

### D. Data Reduction Rates (i.e. Attrition Rates, Response Rates)

**Met the criterion**—(1) the study measured the key outcome variable(s) in the post-tests for at least 70 percent of the original study sample (treatment and control groups combined) or there is evidence that the high rates of data reduction were unrelated to the intervention, AND (2) the proportion of the original study sample that was retained in follow-up data collection activities (e.g., post-intervention surveys) and/or for whom post-intervention data were provided (e.g., test scores) was similar for both the treatment and control groups (i.e. less or equal to a 15-percent difference), or the proportion of the original study sample that was retained in the follow-up data collection was different for the treatment and control groups, but sufficient steps were taken to address this differential attrition in the statistical analysis.

**Did not meet the criterion**—(1) the study failed to measure the key outcome variable(s) in the post-tests for 30 percent or more of the original study sample (treatment and control groups combined), and there is no evidence that the high rates of data reduction were unrelated to the intervention; OR (2) the proportion of study participants who participated in follow-up data collection activities (e.g., post-

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<sup>2</sup> The critical sample size here is related to the unit of assignment. For example, if the assignment is made at the school level, the relevant sample size is the number of schools involved.

intervention surveys) and/or for whom post-intervention data were provided (e.g., test scores) was significantly different for the treatment and control groups (i.e. more than a 15-percent difference) and sufficient steps to address differential attrition were not taken in the statistical analysis

**Did not address the criterion**

#### **E. Relevant Statistics Reported**

**Met the criterion**—the final report includes treatment and control group post-test means, and tests of statistical significance for key outcomes; or provides sufficient information for calculation of statistical significance (e.g., mean, sample size, standard deviation/standard error)

**Did not meet the criterion**—the final report does not include treatment and control group post-test means, and/or tests of statistical significance for key outcomes; or provide sufficient information for calculation of statistical significance (e.g., mean, sample size, standard deviation/standard error)

**Did not address the criterion**

## Criteria for Assessing whether *Quasi-Experimental Designs* Were Conducted Successfully and Yielded Scientifically Valid Results

### A. Baseline Equivalence of Groups

**Met the criterion**—there were no significant pre-intervention differences between treatment and comparison group participants on variables related to the study’s key outcomes; or adequate steps were taken to address the lack of baseline equivalence in the statistical analysis

**Did not meet the criterion**—there were statistically significant pre-intervention differences between treatment and comparison group participants on variables related to the study’s key outcomes; and no steps were taken to address lack of baseline equivalence in the statistical analysis

**Did not address the criterion**

### B. Sample size<sup>3</sup>

**Met the criterion**—sample size was adequate (i.e. based on power analysis with recommended significance level=0.05, power=0.8, minimum detectable effect size informed by the literature or otherwise justified)

**Did not meet the criterion** —the sample size was too small

**Did not address the criterion**

### C. Quality of the Measurement Instruments

**Met the criterion**—the study used existing data collection instruments that had already been deemed valid and reliable to measure key outcomes; or data collection instruments developed specifically for the study were sufficiently pre-tested with subjects who were comparable to the study sample

**Did not meet the criterion** —the key data collection instruments used in the evaluation lacked evidence of validity and reliability

**Did not address the criterion**

### D. Quality of the Data Collection Methods

**Met the criterion**—the methods, procedures, and timeframes used to collect the key outcome data from treatment and comparison groups were the same.

**Did not meet the criterion**—instruments/assessments were administered differently in manner and/or at different times to treatment and comparison group participants.

### E. Data Reduction Rates (i.e. Attrition Rates, Response Rates)

**Met the criterion**—(1) the study measured the key outcome variable(s) in the post-tests for at least 70

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<sup>3</sup> The critical sample size here is related to the unit of grouping. For example, if the grouping is made at the school level, the relevant sample size is the number of schools involved.

percent of the original study sample (treatment and comparison groups combined) or there is evidence that the high rates of data reduction were unrelated to the intervention, AND (2) the proportion of the original study sample that was retained in follow-up data collection activities (e.g., post-intervention surveys) and/or for whom post-intervention data were provided (e.g., test scores) was similar for both the treatment and comparison groups (i.e. less or equal to a 15-percent difference), or the proportion of the original study sample that was retained in the follow-up data collection was different for the treatment and comparison groups, and sufficient steps were taken to address this differential attrition were not taken in the statistical analysis.

**Did not meet the criterion**—(1) the study failed to measure the key outcome variable(s) in the post-tests for 30 percent or more of the original study sample (treatment and comparison groups combined), and there is no evidence that the high rates of data reduction were unrelated to the intervention; OR (2) the proportion of study participants who participated in follow-up data collection activities (e.g., post-intervention surveys) and/or for whom post-intervention data were provided (e.g., test scores) was significantly different for the treatment and comparison groups (i.e. more than a 15-percent) and sufficient steps were not taken to address differential attrition in the statistical analysis.

**Did not address the criterion**

#### **F. Relevant Statistics Reported**

**Met the criterion**—the final report includes treatment and comparison group post-test means, and tests of statistical significance for key outcomes; or provides sufficient information for calculation of statistical significance (e.g., mean, sample size, standard deviation/standard error).

**Did not meet the criterion**—the final report did not include treatment and comparison group post-test means, or tests of statistical significance for key outcomes; or provide sufficient information for calculation of statistical significance (e.g., mean, sample size, standard deviation/standard error).

**Did not address the criterion**

## **MSP Rubric Working Definitions for Projects**

The section contains working definitions to help interpret criteria in the *Criteria for Classifying Designs for MSP Evaluations* rubric.

### **Eligibility of evaluation report**

Only final evaluation reports that contain post-test results on key outcomes will be evaluated. The review focuses exclusively on components regarding program impact, and does not cover assessment of implementation fidelity or performance against benchmarks.

### **Definition of an evaluation**

An evaluation design may contain multiple outcomes. For the purpose of implementing this rubric, the major outcomes of interest are 1) teacher content knowledge, 2) teacher instructional practices, and 3) student achievement. The reviewer will apply each rubric criterion as it relates to the three outcomes separately.

Data collected on the three outcomes of interest might come from teachers/students in various grades and use different designs. If the implementation of the study design for an outcome meets all the criteria for at least one grade, the design for that outcome is considered as meeting the criteria. For example, if a study of 4<sup>th</sup> grade math achievement met the criteria but a study of 5<sup>th</sup> grade math did not, the student achievement evaluation from the project will be considered meeting the criteria based on the merit of its 4<sup>th</sup> grade math achievement study.

### **Baseline equivalence of groups**

Variables related to key outcomes may vary. For example, if the key student outcome is achievement, the most relevant variable will be an achievement outcome from the same or similar test conducted prior to the intervention. Other related variables, although not equally effective, can be related to student socio-economic status. If the key outcome is teacher effectiveness, the most relevant variables will be measures of teacher effectiveness from the same or similar pre-test. Other related variables may include measures of teacher quality such as level of education and/or years of teaching experience.

### **Sample size**

The sample size refers to the final sample size; that is the sample for which data have been collected.

Absent a power analysis, a study will qualify as “Met the criterion” in the following scenarios assuming the level of intervention is the same as the unit of assignment/grouping:

#### **Teacher outcomes**

Case #1: For interventions at the school or district level, an evaluation would need a sample of at least 12 schools/districts based on following assumptions: 1) a balanced sampling design that randomizes/matches at the school/district level; 2) 0.05 level of significance in a two-tailed test; 3) a minimum detectable effect size of 0.50; 4) the power of the test is 0.8; 5) each school/district has at least 15 teachers; 6) intraclass correlation of 0.05; and 7) a school/district level covariate (i.e. aggregated pre-test score) explains 70 percent of the variation.

Case #2: For interventions at the teacher or classroom level, an evaluation would need a sample of at least 60 teachers based on following assumptions: 1) a balanced sampling design that randomizes/matches at the teacher/classroom level; 2) 0.05 level of significance in a two-tailed test; 3) a minimum detectable effect size of 0.50; 4) the power of the test is 0.8; and 5) a teacher/classroom level covariate (i.e. pre-test score) explains 70 percent of the variation.

### Student outcomes

Case #1: For interventions at the school or district level, an evaluation would need a sample of at least 12 schools or districts based on following assumptions: 1) a balanced sampling design that randomizes/matches at school/district level; 2) 0.05 level of significance in a two-tailed test; 3) a minimum detectable effect size of 0.35; 4) the power of the test is 0.8; 5) each school or district has at least 75 students; 6) intraclass correlation of 0.05; and 7) a school/district level covariate (i.e. aggregated pre-test score) explains 70 percent of the variation.

Case #2: For interventions at the teacher or classroom level, an evaluation would need a sample of at least 18 classrooms/teachers based on following assumptions: 1) a balanced sampling design that randomizes/matches at the classroom/teacher level; 2) 0.05 level of significance in a two-tailed test; 3) a minimum detectable effect size of 0.35; 4) the power of the test is 0.8; 5) each class has at least 25 students; 6) intraclass correlation of 0.05; and 7) a class/teacher level covariate (i.e. aggregated pre-test score) explains 70 percent of the variation.

Case #3: For interventions at the individual student level, an evaluation would need a sample of at least 130 students based on following assumptions: 1) a balanced sampling design that randomizes/matches at the student level; 2) 0.05 level of significance in a two-tailed test; 3) a minimum detectable effect size of 0.35; 4) the power of the test is 0.8; and 5) a student level covariate (i.e. pre-test score) explains 70 percent of the variation.

If the design is unbalanced (i.e., there are more treatment units than control/comparison or vice versa), the smaller of the two groups must at least meet the minimum sample size divided by 2. For example, for teacher outcomes case #1, it is acceptable if there are 6 control/comparison schools and more than 6 treatment schools or vice versa.

### Quality of measurement instruments

If the evaluators used an existing state accountability assessment or other widely used assessments (i.e. Iowa test, TerraNova) in totality one can assume that their psychometric properties are adequate. Using selected items from a validated and reliable instrument or instruments is acceptable if the resulting instrument includes at least 10 items and at least 70 percent of the items are from the validated and reliable instrument(s).

In addition, all instruments should at least have face validity.

### Data reduction rates

There are two aspects to the data reduction criterion: attrition rates and response rates. An evaluation must meet the criterion for both attrition and response rates in order for it to meet the data reduction rates criterion. One exception is for cross-sectional studies that collect one-time data. For cross-sectional studies only response rates apply. For longitudinal/pre-post studies that collect data from the same subject over time, one needs to look at both the response rates and attrition rates criteria.

If not provided in the report, the rates can be loosely calculated a) attrition rates b) response rates:

- a. Posttest N/ Pretest N
- b. Posttest N/ Original N

The first component of the criterion refers to overall data reduction and the second is related to differential reduction (i.e., between treatment and control/comparison groups).

If the 70-percent data retention rate is not met, an evaluation may meet the criterion if the evaluators provide valid explanations (e.g., the schools are located in high mobility areas) or have addressed potential differences between sample members who have post-test data and those who do not in the analysis.

### **References**

Raudenbush, S.W., Spybrook, J., Liu, X, and Cogndon, R. (2005). Optimal design for longitudinal and multilevel research.

**Appendix C: Scoring Rubric for All Applicants for 2016 Submittals**

**Scoring Rubric for MSP 2016-2018 New Applicant Proposals**  
**Delaware Math Science Partnership (MSP) Rubric**

<b>Criterion A: Priority Scoring</b> <b>(9 possible points)</b>	<b>Points Awarded</b> _____		
<b>Priority: Standards Based Professional Development</b> Provide high quality professional learning (as defined by the adopted Delaware Standards for Professional Learning) and support focused on effectively addressing the Common Core Math Standards and/or the Next Generation Science Standards, that is not curriculum or vendor specific.			
<i>Check One:</i> <input type="checkbox"/> None (0) <input type="checkbox"/> Minimal (1) <input type="checkbox"/> Adequate (2) <input type="checkbox"/> Exceeds (3)			
<b>Priority: Strategies for Building Conceptual Understanding in Mathematics</b> Deliver professional learning and resources for middle and high school mathematics, particularly as related to building students' conceptual understanding.			
<i>Check One:</i> <input type="checkbox"/> None (0) <input type="checkbox"/> Minimal (1) <input type="checkbox"/> Adequate (2) <input type="checkbox"/> Exceeds (3)			
<b>Priority: Statewide Professional Development to Support NGSS Implementation</b> Build professional development sequence of courses for training teachers and administrators on the Next Generation Science Standards utilizing the state's learning management system, Schoology.			
<i>Check One:</i> <input type="checkbox"/> None (0) <input type="checkbox"/> Minimal (1) <input type="checkbox"/> Adequate (2) <input type="checkbox"/> Exceeds (3)			
<b>Reviewer Comments:</b>			
<b>Criterion B1-3: Commitment and Capacity of Partnership</b> <b>(9 possible points)</b>	<b>Points Awarded</b> ___/9___		
<b>Guiding Questions:</b> Does the project management team have the expertise to implement and sustain a math and/or science professional learning program? Do individuals who planned the project represent the primary partners (i.e. LEAs and IHEs)? Is the evidence that mathematicians, scientists, and/or engineers are playing major roles in the design and delivery of the proposed program? Are the roles of all partners clearly identified? Does the work plan engage all partners in meaningful ways? Is there evidence that the partners share goals, responsibilities, and accountability for the proposed work? Does the governance structure describe communication, decision making, and fiscal responsibilities among project partners?			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>B1</b>	<ul style="list-style-type: none"> <li>■ Strong evidence of the number and quality of staff from the primary partners to carry out the proposed activities</li> <li>■ Qualifications are provided for key partners' staff and appear to be exceedingly strong</li> </ul>	<ul style="list-style-type: none"> <li>■ Adequate number and quality of staff from primary partners to carry out the proposed activities</li> <li>Qualifications of key partners' staff are described and appear to be acceptable</li> </ul>	<ul style="list-style-type: none"> <li>■ Little evidence of the number and quality of staff from the primary partners to carry out the proposed activities</li> <li>■ Qualifications of key partners' staff are described but appear to be limited</li> </ul>
<b>B2</b>	<ul style="list-style-type: none"> <li>■ Shows long term commitment of partners</li> <li>■ Institutional resources are given in detail</li> </ul>	<ul style="list-style-type: none"> <li>■ Shows commitment of partners; Institutional resources are given acceptable</li> </ul>	<ul style="list-style-type: none"> <li>■ Shows somewhat limited commitment of partners</li> <li>■ Institutional resources are given but without detail</li> </ul>
<b>B3</b>	<ul style="list-style-type: none"> <li>■ Project is likely to impact a high percentage (&gt;50% ) of teachers in need</li> </ul>	<ul style="list-style-type: none"> <li>■ Project is likely to impact an acceptable percentage (25%-50%)of teachers in need</li> </ul>	<ul style="list-style-type: none"> <li>■ Project is likely to impact a limited percentage (&lt;25%) of teachers</li> </ul>
<b>Reviewer Comments:</b>			

<b>Criterion C1-3: Demonstration of Need and Research Base (9 Possible Points)</b>		<b>Points Awarded</b> <u>   </u> / <u>9</u> <u>   </u>	
<p><b>Guiding Questions:</b>          Are planned activities supported by current research on effective professional learning and mathematics or science learning? Is that research cited in the proposal? Does the proposal show evidence of a qualitative and quantitative content-driven assessment of grades K-12 teacher professional learning needs with respect to math and/or science? Is the current status of student achievement in math and/or science for the targeted grades analyzed and disaggregated by gender, ethnicity, socio-economic, ELL &amp; disability status in table form? Are other demographic student data analyzed and used to develop the plan?</p>			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>C1</b>	<ul style="list-style-type: none"> <li>■ Includes current scientifically-based research from multiple sources on effective professional learning practices</li> <li>■ Evidence that the applying LEA meets qualification criteria</li> </ul>	<ul style="list-style-type: none"> <li>■ Includes sufficient research on effective professional learning practices</li> <li>■ Evidence that the applying LEA meets qualification criteria</li> </ul>	<ul style="list-style-type: none"> <li>■ Limited research data on effective professional learning practices is provided</li> <li>■ Lacks evidence of qualification criteria. <b><i>(automatic disqualification)</i></b></li> </ul>
<b>C2</b>	<ul style="list-style-type: none"> <li>■ Evidence of content-driven qualitative <u>and</u> quantitative assessment of current teacher professional learning needs</li> </ul>	<ul style="list-style-type: none"> <li>■ Evidence of content-driven assessment of current teacher professional learning needs</li> </ul>	<ul style="list-style-type: none"> <li>■ Limited evidence of content-driven teacher needs assessment</li> </ul>
<b>C3</b>	<ul style="list-style-type: none"> <li>■ Student achievement data in math/science and other data for targeted grades is disaggregated in table form and analyzed in the narrative</li> </ul>	<ul style="list-style-type: none"> <li>■ Student achievement data in math and/or science is included and disaggregated for the targeted grades in table form</li> </ul>	<ul style="list-style-type: none"> <li>■ Limited student achievement data in math and/or science is included for the targeted grades</li> </ul>
<p><b>Reviewer Comments:</b></p>			

<b>Criterion D1-3: Alignment of Goals and Objectives with Professional Learning Needs (9 possible points)</b>		<b>Points Awarded</b> <u>   </u> / <u>9</u> <u>   </u>	
<b>Guiding Questions:</b> Does the proposal focus on increased teacher content knowledge, ability to analyze student thinking, and make better instructional decisions? Are the program goals sufficiently ambitious, yet reasonable? Are the proposed objectives aligned to applicable CCSS and NGSS? Do they include measurable outcomes correlated to the identified needs? Do proposed strategies and activities address the identified needs? Are the objectives attainable and are they measureable? Are they SMART?			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>D1</b>	<ul style="list-style-type: none"> <li>■ Goals/objectives are <u>specifically</u> linked to the identified professional learning needs and aligned to applicable CCSS?</li> </ul>	<ul style="list-style-type: none"> <li>■ Goals/objects are generally linked to the identified professional learning needs and loosely aligned to CCSS?</li> </ul>	<ul style="list-style-type: none"> <li>■ Goals and objectives are not correlated with the needs assessment or aligned to specific CCSS?</li> <li>■</li> </ul>
<b>D2</b>	<ul style="list-style-type: none"> <li>■ Objectives are all incremental, <u>measurable</u>, and can be evaluated both qualitatively <b>and</b> quantitatively</li> </ul>	<ul style="list-style-type: none"> <li>■ Objectives are incremental, <u>somewhat measurable</u> and would be difficult to evaluate both qualitatively and quantitatively</li> </ul>	<ul style="list-style-type: none"> <li>■ Objectives are <u>not incremental and measurable</u> both qualitatively and quantitatively</li> </ul>
<b>D3</b>	<ul style="list-style-type: none"> <li>■ Goals/objectives are very realistic in scope and well defined related to the resources available</li> </ul>	<ul style="list-style-type: none"> <li>■ Goals and objectives are somewhat realistic in scope and well defined related to the resources available</li> </ul>	<ul style="list-style-type: none"> <li>■ Goals and objectives are not realistic in scope related to the resources available</li> </ul>
<b>Reviewer Comments:</b>			

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<b>Criterion E1-4: Efficacy of Plan (12 possible points)</b>		<b>Points Awarded</b> <u>   </u> / <b>12</b> <u>   </u>	
<b>Guiding Questions:</b> Are planned activities rigorous, content-focused, and supported by research or effective professional learning practices? Are planned activities likely to increase teachers’ content knowledge, strengthen ability to analyze student thinking, and further develop ability to make effective instructional decisions and improve classroom practice? Are planned activities likely to facilitate improved student achievement in math and/or science? Are meaningful follow-up sessions planned for teachers?			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>E1</b>	<ul style="list-style-type: none"> <li>■ Planned sessions are ambitious enough to create substantial change in content knowledge and improvement in classroom practice</li> </ul>	<ul style="list-style-type: none"> <li>■ Planned activities are somewhat ambitious enough to create substantial and positive change in content knowledge and improvement in classroom practice</li> </ul>	<ul style="list-style-type: none"> <li>■ Planned activities are weak and have limited potential of creating substantial and positive change in content knowledge and improvement in classroom practice</li> </ul>
<b>E2</b>	<ul style="list-style-type: none"> <li>■ Clear and detailed description of how and when the partnership will carry out more than 80 hours of training/teacher/year</li> </ul>	<ul style="list-style-type: none"> <li>■ Acceptable description of how and when the partnership will carry out at <u>least 80 hours</u> of training/teacher/year</li> </ul>	<ul style="list-style-type: none"> <li>■ Limited description of how and when the partnership will carry out sessions; Lacks evidence of 80 hours/teacher/year</li> </ul>
<b>E3</b>	<ul style="list-style-type: none"> <li>■ Clear and detailed evidence that the planned sessions match the specific professional learning needs and project goals</li> </ul>	<ul style="list-style-type: none"> <li>■ General description of how the planned sessions match the specific professional learning needs and project goals</li> </ul>	<ul style="list-style-type: none"> <li>■ Limited or no correlation is described between the planned sessions, the needs assessments, and project goals</li> </ul>
<b>E4</b>	<ul style="list-style-type: none"> <li>■ Includes evidence to recruit, serve, and retain teacher <u>cohort groups</u> from schools of greatest academic and instructional need</li> </ul>	<ul style="list-style-type: none"> <li>■ Includes evidence to recruit, serve, and retain teacher <u>cohort groups</u> from schools of academic/instructional need</li> </ul>	<ul style="list-style-type: none"> <li>■ Lacks evidence of a thorough plan to recruit serve, and retain teacher cohort groups from schools with academic and/or instructional need</li> </ul>
<b>Reviewer Comments:</b>			

<b>Criterion F1-4: Evaluation and Accountability of Plan</b> <b>(12 possible points)</b>		<b>Points Awarded</b> <u>   </u> / <b>12</b> <u>   </u>	
<b>Guiding Questions:</b> Does the evaluation plan measure the impact of the project on the specified objectives? Does the plan include personnel with expertise to implement the evaluation design? Are the procedures for measuring identified outcomes clearly identified? Will the procedures yield both qualitative and quantitative results? Will the evaluation contribute to continuous improvement? Are both pretest and posttest measures include in the plan? Does the plan include the use of project specific assessment instruments? Does the plan employ a quasi-experimental or experimental design to measure impact of professional development on teacher content growth?			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>F1</b>	<ul style="list-style-type: none"> <li>■ Plan includes external evaluator and valid/reliable instruments to yield quantitative &amp; qualitative, formative &amp; summative indicators of goal attainment</li> </ul>	<ul style="list-style-type: none"> <li>■ Plan utilizes evaluator and instruments to yield quantitative <u>and</u> qualitative, formative and summative indicators of project goal attainment</li> </ul>	<ul style="list-style-type: none"> <li>■ Plan lacks intention/evidence to use an evaluator and/or instruments that will yield quantitative and qualitative indicators of project's progress</li> </ul>
<b>F2</b>	<ul style="list-style-type: none"> <li>■ Specifies multiple measures and pre and post-test procedures to show differences in content knowledge</li> </ul>	<ul style="list-style-type: none"> <li>■ Specifies pre and post procedures to show differences in content knowledge</li> </ul>	<ul style="list-style-type: none"> <li>■ Lacks a plan to use procedures to show meaningful differences in teacher effectiveness</li> </ul>
<b>F3</b>	<ul style="list-style-type: none"> <li>■ Includes instruments and clear method to determine impact on classroom instruction</li> </ul>	<ul style="list-style-type: none"> <li>■ Specifies ways to measure impact on classroom instruction <u>and</u> student achievement</li> </ul>	<ul style="list-style-type: none"> <li>■ Weak articulation of how the partnership will measure impact on classroom instruction and student achievement</li> </ul>
<b>F4</b>	<ul style="list-style-type: none"> <li>■ Plan articulates how activities will help MSP Program build rigorous, cumulative, reproducible, usable findings</li> <li>■ Plan employs quasi-experimental or an experimental design using comparison or control groups to measure growth</li> </ul>	<ul style="list-style-type: none"> <li>■ Specifies how learning gained from the planned activities will be utilized by the partnership and the MSP program</li> </ul>	<ul style="list-style-type: none"> <li>■ Lacks specification of how the learning gained from the planned activities will be utilized by the partnership</li> </ul>
<b>Reviewer Comments:</b>			

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<b>Criterion G: Budget and Cost Effectiveness (9 possible points)</b>		<b>Points Awarded</b> ___/9___
<b>Guiding Questions:</b> Is the requested budget appropriate to achieve the proposed outcomes with regard to the number of teacher impacted by the proposed activities? Does the budget narrative present detailed justification for all expenses? Do budgeted items directly relate to the project goals and objectives? Will the primary partners i.e. the high-need LEA and IHE receive and use most of the budget?		
	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>G1</b>	<ul style="list-style-type: none"> <li>■ A budget is included for each of the designated partners that supports the scope and requirements of the project and provides detail and summary for the project; Budget narratives <u>clearly delineate</u> cost and details concerning expenditures</li> </ul>	<ul style="list-style-type: none"> <li>■ Provides sufficient detail for each partner and/or does not support the scope and requirements of the project or provide adequate detail and summary for the project</li> <li>■ Budget narrative does not include a cost breakdown or includes expenditures not clearly related to the project</li> </ul>
<b>G2</b>	<ul style="list-style-type: none"> <li>■ The amount included in each budget category is commensurate with the services or goods proposed, and the overall cost of the project is commensurate with the professional development provided and the number of teachers served</li> </ul>	<ul style="list-style-type: none"> <li>■ The amount included in each budget category is not commensurate with the services or goods proposed, or the overall cost of the project is not commensurate with the professional development provided and the number of teachers served</li> </ul>
<b>G3</b>	<ul style="list-style-type: none"> <li>■ The budget includes a minimum of 8% for an evaluation, funds key staff to participate in state MSP meetings and regional US Dept. of ED-MSP meetings; Items budgeted are appropriate and acceptable uses of funding; Indirect costs do not exceed 8%; Program cost/teacher/hour is calculated and explained</li> </ul>	<ul style="list-style-type: none"> <li>■ The budget does not included a minimum of 8% of an evaluation or funds for key staff to participate in MSP meetings; Some items are inappropriate or disallowable uses of funding; Indirect cost exceed 8%; Cost/teacher/hour is not calculated and/or explained</li> </ul>
<b>Reviewer Comments:</b>		

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<b>Criterion H1-3: Effectiveness of Prior State Support (9 possible points)</b>		<b>Points Awarded</b> <u>   </u> / <b>9</b> <u>   </u>	
<b>Guiding Questions:</b> Does the proposal delineate how the previous related projects have impacted the teachers it served? Does it include the number of teachers it intended to serve (as evidenced in the funded proposal) as well as the number it actually served? Does it effectively describe progress towards goals through description of the work that was performed and evaluated? Is compelling justification provided to explain any unintended results or challenging situations faced by previous projects?			
	<b>Exceeds Standards (3 pts)</b>	<b>Meets Standards (2 pts)</b>	<b>Below Standard (1 pt)</b>
<b>H1</b>	<ul style="list-style-type: none"> <li>■ Strong evidence that prior project worked with more teachers than intended according to its funded proposal</li> </ul>	<ul style="list-style-type: none"> <li>■ Evidence that prior project worked with as many or nearly as many teachers as it originally intended; <u>or</u> Provides acceptable explanation of why project did not work with intended number of teachers</li> </ul>	<ul style="list-style-type: none"> <li>■ Evidence that prior project worked with significantly fewer teachers than intended; <u>or</u> lacks evidence that prior project worked with intended number of teachers as stated in its funded proposal</li> </ul>
<b>H2</b>	<ul style="list-style-type: none"> <li>■ Reliable quantitative <u>and</u> qualitative evidence prior project work resulted in substantial gains in teacher content knowledge</li> </ul>	<ul style="list-style-type: none"> <li>■ Quantitative and qualitative evidence that prior project work resulted in gains in teacher content knowledge</li> </ul>	<ul style="list-style-type: none"> <li>■ Lacks evidence that prior project work resulted in gains in teacher content knowledge</li> </ul>
<b>H3</b>	<ul style="list-style-type: none"> <li>■ Clear and compelling description of how prior project intends to use new funding to inform or build upon previous successes and lessons learned</li> </ul>	<ul style="list-style-type: none"> <li>■ Acceptable description of how prior project generally intends to use new funding to inform or build upon previous successes and lessons learned</li> </ul>	<ul style="list-style-type: none"> <li>■ Lacks evidence that prior project met goals and objectives; <u>or</u> lacks narrative evidence justifying why prior project did not meet its intended goals and objectives</li> </ul>
<b>Reviewer Comments:</b>			

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**Final Score Sheet**

	<b>Scoring Categories</b>	<b>Possible Points</b>	<b>Points Awarded</b>
<b>A</b>	■ Priority Scoring Points	<b>9</b>	■ _____
<b>B</b>	■ Commitment and Capacity of Partnership	<b>9</b>	■ _____
<b>C</b>	■ Demonstration of Need and Research Base	<b>9</b>	■ _____
<b>D</b>	■ Alignment of Goals and Objectives with Professional Learning Needs	<b>9</b>	■ _____
<b>E</b>	■ Efficacy of Plan	<b>12</b>	■ _____
<b>F</b>	■ Evaluation and Accountability of Plan	<b>12</b>	■ _____
<b>G</b>	■ Budget and Cost Effectiveness	<b>9</b>	■ _____
<b>H</b>	■ Effectiveness of Prior State Support	<b>9</b>	■ _____
	■ <b>Final Score:</b>	<b>78</b>	_____ / 78

<b>Reviewer's Funding Recommendations</b>		
<input type="checkbox"/>	I recommend funding this proposal at a full/modified level.	Recommended Award:
Comments:		
<input type="checkbox"/>	I recommend funding for this proposal only if resources allow.	Recommended Award:
Comments:		
<input type="checkbox"/>	I do not recommend funding this proposal	Recommended Award:
Comments:		

\_\_\_\_\_  
Reviewer's Name

\_\_\_\_\_  
Reviewer's Signature

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**Appendix D:** All remaining pages of this document contain the Request for Proposal Framework for Applicants. All applicants will use this framework for their application.



Request for Proposals (RFP)  
#2016-07

**Federal – Competitive – Mathematics and Science Partnership  
Grant Opportunity – State Fiscal Year 2016**

**Title II, Part B  
Mathematics/Science  
Partnership Program  
Delaware Mathematics/Science  
Partnership**

*Request for Proposal – Application Framework for Submittals*

**RFP Published: November 20, 2015**

**Deadline for Applications: January 11, 2016 by 3:00 p.m.**

**Grant Award Notification: February, 2016**

**Program Dates: July 1, 2016 – August 30, 2017 (Year 1) August 31, 2017 – July 1, 2018 (Year 2)**

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**MSP Program Application Preparation Checklist**

The MSP Program proposal being submitted has the following components, assembled in the prescribed sequence:  
**(Note: Please begin by inserting the project name, partnership name, and grade band/content area in the footer below)**

- Application Preparation Checklist
  - Cover Page
  - Assurances
  - Equitable Participation of Nonpublic Schools
  - 1-Page Proposal Project Abstract (*all applicants*)
  - 3-Page Repeat Applicants' Project Abstract (*if applicable*)
  - Grand Band Proposal (*K-5*) (*6-8*) (*9-12*) (*Other \_\_\_\_\_*)
  - Needs Assessment, Work Plan, and Evaluation Plan
  - Comprehensive Project Budget
  - Comprehensive Project Budget Narrative
  - Partner Funding Request for Each Sub-Grant Partner if applicable
  - Budget Narrative(s) for Partner Funding Request(s)
  - Appendix
    - Partner Identification, Contribution, Commitment, and MOU Form(s)
    - Teacher Participation and Commitment form
    - Bibliography of works cited in the proposal
    - 1-Page Vitae of Partnership Personnel
    - Additional proposal support information
- } Not to exceed 20 pages

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**Instructions for MSP Program Proposal Framework Use**

The Delaware Department of Education (DDOE) has designed this proposal framework and **requires** its use by **all** Mathematics and Science Partnership (MSP) Program applicants. Refer to the Request for Proposals (RFP) for a complete description of information to be included in each proposal section.

**Directions:**

The MSP Program proposal framework is presented in the order in which formal proposals must be submitted for funding consideration. Applicants are required to fill in appropriate sections while omitting other sections. Specifically, applicants should adhere to the following guidelines.

1. Provide the requested information on the cover page, statement of assurances, and the equitable participation form. Do not include an electronic signature for the authorized official; instead, leave that section blank on the electronic file and include the signature on the hard copy for formal submission.
2. Applicants who received MSP Program funding from the DDOE within the last 3 years (2010 or later) may complete the project abstract for repeat applicants.
3. All applicants must include a **1-page** proposal abstract.
4. The framework is next divided into grade-banded proposal sections,( i.e. grades K-5, 6-8, 9-12, and others) for needs assessment, work plan, and evaluation plan. Provide appropriate narrative descriptions for only those grade bands of teachers with whom the partnership intends to work. If you need to modify the grade bands to include transitional grades [for example you plan to combine 8<sup>th</sup> grade teachers and high school teachers into a common training experience], please define under “other”.
5. Complete the comprehensive project budget form and provide a corresponding narrative on the subsequent page(s) to explain and justify the partnership’s total funding request.
6. If the fiscal agent intends to make sub-awards to other organizations in the partnership, complete a separate partner funding request for each partner along with a narrative on the subsequent page(s) to explain and justify the sub-award requests. Except for the procurement of such items as commercially available supplies, materials, or general support services allowable under the grant, no significant part of the substantive effort under the grant may be contracted or otherwise transferred to another organization without prior

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authorization. The intent to enter into such arrangements must be disclosed in the initial proposal, and a separate budget should be provided for each sub-awardee, if already identified, along with a description of the work to be performed. Otherwise, the disclosure should include a clear description of the work to be performed, and the basis for selection of the sub-awardee.

7. Several documents should be included in the appendix section of the framework document:
  - (a) partner identification forms, (b) bibliography of works cited in the proposal, (c) 1-page vitae of appropriate partnership personnel, (d) Memorandum of Understanding (MOU) from the school system or consortia and each partner, (*signatures on hard copies only*) (e) letter of commitment and support from the lead applicant's authorized representative, (*signature on hard copies only*) and (f) additional proposal support information submitted at the project's discretion, such as samples of instruments used to conduct the needs assessment, etc.
8. Include a footer with page numbers, MSP project name, MSP partnership name, and grade band /content area throughout the entire proposal framework document.
9. Format the document properly so that each proposal section [i.e. abstract, proposal narrative(s), budget(s), and budget narrative(s)] begins on a new page. Use Times New Roman font (10 pt. minimum) with 1.5 line spacing for all page limit restricted responses.
10. The needs assessment(s), work plan(s), and evaluation/accountability plan(s) for all grade bands submitted in the proposal must not exceed **20 total pages, 1.5 line spacing, Times New Roman font with 10 pt. font minimum.**
11. Save the document as a Microsoft Word (read-only) file or pdf file. Follow submission procedures described in the Request for Proposals (RFP).
12. Submit 5 hard copies and 1 original to DDOE once the project is ready for funding review.

**Delaware Department of Education (DDOE)**

Application Cover Page for 2016 - 2018  
Mathematics and Science Partnership (MSP) Program Grant  
RFP #2016-07

**Lead School System, Organization, or Institution of Higher Ed:**

**Additional Partners:**

**Project Title:**

**Project Director:**

**Mailing Address:**

**Telephone Number:**

**Fax Number:**

**Email:**

**Districts/schools to be Served:**

**MSP Program Funds Requested 2016-2017:**

**MSP Program Funds Requested 2017-2018:**

**Number of Teachers in the Service Area:**

**K-5 Math:**

**6-8 Math:**

**9-12 Math:**

**K-5 Science:**

**6-8 Science:**

**9-12 Science:**

**Projected Number of Teachers you Plan to Serve in Cohort Groups-**

**K-5 Math:**

**6-8 Math:**

**9-12 Math:**

**K-5 Science:**

**6-8 Science:**

**9-12 Science:**

**Total Projected Number of Teachers Served:**

**Average Number of Contact Hours/Teacher/Year:**

**Average Cost per Teacher per Contact Hour per year: (Total \$ Yr. 1 / (Total # teachers x Avg # hours per)**

Certification by Authorized or Institutional Official:

The applicant certifies that to the best of his/her knowledge the information in this application is correct, that the filing of this application is duly authorized by the governing body of this organization or institution, and that the applicant will comply with the attached statement of assurances.

--	--

Typed or Printed Name of Authorized Official

Title

--	--

Signature of Authorized Official

Date

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**STATEMENT OF ASSURANCES**

Should an award of funds from the Mathematics and Science Partnership (MSP) Program be made to the applicant in support of the activities proposed in this application, the authorized signature on the cover page of this application certifies to the Delaware Department of Education that the authorized official will ensure fulfillment of the following responsibilities:

1. Upon request, provide the Delaware Department of Education with access to records and other sources of information that may be necessary to determine compliance with appropriate federal and state laws and regulations;

2. Conduct educational activities funded by this project in compliance with the following federal laws:

- a. Title VI of the Civil Rights Act of 1964
- b. Title IX of the Education Amendments of 1972
- c. Section 504 of the Rehabilitation Act of 1973
- d. Age Discrimination Act of 1975
- e. Americans with Disabilities Act of 1990
- f. Improving America's Schools Act of 1994;

3. Use grant funds to supplement and not supplant funds from federal and nonfederal sources;

4. Take into account during the development of programming, the need for greater access to and participation in the targeted disciplines by students from historically underrepresented and underserved groups;

5. Submit, in accordance with stated guidelines and deadlines, all program and evaluation reports required by the U.S. Department of Education and the Delaware Department of Education;

6. Comply with audit requirements contained in the Single Audit Act Amendments of 1996 and revised OMB Circular A-133 and comply with the applicable regulations, statutes, and rules specified in EDGAR 34 CFR Parts 74, 75, 76, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98 and 99 and OMB Circular A-21, A-87, and A-122;

7. The partners will follow the protection of human subjects (IRBs) and FERPA policies; and

8. **The partners will contact appropriate private schools within the partnership's geographic and submit the Equitable Participation of Non-public Schools form to the DDOE.**

Note: A copy of these assurances must be attached to MSP Partner Identification, Contributions, Commitments and MOU and signed off by the head of the Partner Organization or Department.

**I have read and agree to comply with the Standards of Assurances for the DDOE MSP Grant for the partner organization listed below:**

---

**Name and Title**

---

**Organization**  
55

---

**Date**

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**Equitable Participation of Non-public Schools Certification Form**

According to federal guidelines, “LEAs and eligible local entities must engage in timely and meaningful consultation with appropriate (**Private schools with a minimum enrollment of 200 students in the geographic catchment area of the grant and serving the same grade bands as serviced by the MSP grant proposal**) private school officials during the design and development of programs and continue the consultation throughout the implementation of these programs. Therefore, the consultation should begin during the development of the local grant proposals. LEAs and local entities must provide, on an equitable basis, special educational services or other benefits that address the needs under the program of children, teachers, and other educational personnel in private schools in areas served by the LEAs and local entities. Expenditures for educational services and other benefits for private school children, teachers, and other educational personnel must be equal, taking into account the number and educational needs of the children to be served, to the expenditures for participating public school children.”

**Signatures on this form serve as assurance that your district has had timely and meaningful consultation with appropriate school officials during the design and development of this program and will continue the consultation throughout the implementation of these programs.**

***A list of the private schools by county in DE for 2016 can be found at***

***[www.privateschoolreview.com/state\\_private\\_schools/stateid/DE](http://www.privateschoolreview.com/state_private_schools/stateid/DE)***

There are no eligible private schools located in this area. ***If you check this box, you do not need to complete the other items, but you must sign and date below.***

Total number of private school teachers estimated to participate in training during this grant period:

***Check here if eligible schools chose not to participate.***

Please check the methods of contact made by the applicant to the eligible private schools prior to submitting this application to determine interest in participating in the program:

**Letter/fax** (include copy of letter/fax)  **Documented telephone call(s)** (include and list to whom sent) copy of documentation and list of those called)

**Meeting** (include copy of agenda and list of attendees)  **E-mail** (include copy and to whom sent)

To the best of our knowledge and belief, all data in this application is true and correct. We certify that we have had timely and meaningful consultation with appropriate nonpublic school officials during the development of this MSP program and will continue the consultation throughout the implementation of the project(s).

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**Signature of Project Director**

**Date**

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**Delaware MSP Program Abstract for 2016-2018 Proposals**

All partnerships must provide an abstract of the proposal that briefly and concisely describes the program to be implemented and summarizes the intended results of the program. It should identify the partners, the grade band and content area(s) of the proposed work, the number of teachers it intends to serve, schools from which teachers will be recruited and corresponding AYP status, partnership goals, and a brief overview of the work and evaluation plans.

**Page Limit: 1 Page, 1.5 line spacing**

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**Optional Project Abstract for Past Projects**

Partnerships that have received previous MSP Program funding from the DDOE within the last 3 years (since 2012) may (not required) include an abstract of prior work. It should include project's intended goals; amount of funding received by project year; number of teachers it intended to serve and actually served; explanation of budget spending; evidence of progress towards goals using teacher and student data; description of partnership roles, and an indication of how the proposed work differs from, builds on, or is otherwise informed by prior efforts.

**Page Limit: 3 Pages, 1.5 line spacing**

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**MSP Needs Assessment, Work Plan, and Evaluation Plan**

20 page limit, 1.5 line spacing

**(Identify Grade Band for Proposal)**

**Grades (K-5)**

**Grades (6-8)**

**Grades (9-12)**

**Other ( \_\_-\_\_ )**

**Mathematics and/or Science Needs Assessment:**

The results of the qualitative and quantitative content-driven needs assessment should identify, prioritize, and disaggregate baseline professional learning needs of teachers. It should identify gaps or weaknesses in teacher content knowledge and describe the methods used to collect this information. The needs assessment should also include current student achievement status in targeted content and grade-level areas, disaggregated and analyzed by gender, ethnicity, socio-economic factors, and disability. It must clearly demonstrate high-need qualification.

**Mathematics and/or Science Needs Assessment:**

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**Grades (K-5)**

**Grades (6-8)**

**Grades (9-12)**

**Other ( \_\_-\_\_ )**

**MSP Proposed Work Plan:**

The proposed MSP Program work plan should include three sections: (a) measurable goals and objectives, (b) project action plan, and (c) project management plan. The RFP describes requirements of these sections.

**MSP Program Proposed Work Plan:**

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**Grades (K-5)**    **Grades (6-8)**    **Grades (9-12)**    **Other ( \_\_-\_\_ )**

**MSP Program Proposed Evaluation and Accountability Plan:**

The proposed MSP Program evaluation and accountability plan should describe how the partnership will assess progress annually and measure the impact of the action plan work. It should describe formative and summative methods, the use of state-approved tools, the role of the formal evaluator, and a timeline for evaluation pieces.

**MSP Program Proposed Evaluation and Accountability Plan:**

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**Comprehensive Project Budget Summary**

*Funding Request*

Project Title:  
Project Director:  
LEA Partner Representative, Title:  
IHE Partner Representative, Title:  
Fiscal Agent (Institution Name):

<b>Direct Cost Requested</b>	<b>Year 1</b>	<b>Year 2</b>
<b>Salaries and Other Employee Costs</b>		
• Professional		
• Substitutes		
• Teacher Stipends		
• Tuition, if applicable		
• Support Staff		
• Students		
• Other Employee Costs		
<b>Consultants &amp; Contracted Services</b> (List separately)		
• Evaluator		
•		
<b>Partner Funding Request(s) if Given as a Sub-award(s)</b> (List separately)		
<b>In State Travel</b> (Include registration costs)		
<b>Out of State Travel</b> (Include registration costs)		
<b>Materials and Supplies</b>		
• Food (must not exceed 1% of total request)		
<b>Indirect Costs *</b>		
<b>Other</b> (please specify)		
<b>Total</b>		
<b><i>Cost per Teacher per Contact Hour</i></b>		

\* The indirect cost rate for the fiscal agent shall not exceed 8% of direct costs.

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This form is a required element of the MSP Program grant application. Detailed justification for each of the categories must be included in the budget narrative portion of the application. Annual reapplication is required for continuation of funding for all MSP Program grants. Required performance reports must include an itemized breakdown of these budget categories and a budget narrative explaining how the partnership calculated each line item and the actual total project cost share.

The intent to enter into a sub-award arrangement must be disclosed in the proposal, and a separate budget should be provided for each sub-awardee along with a description of the work to be performed.

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**Narrative for Comprehensive Project Budget Request**

The project budget narrative for the partnership funding request must describe **in detail** the basis for determining **each** amount shown on the budget form, with the exception of sub award(s) that will be explained in the partner funding request narrative(s). The project budget narrative should be aligned with the proposed work plan and should show evidence of effective, appropriate, and efficient use of funds.

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**Partner Sub-Grant Funding Request**

*Complete a separate budget request for sub-awards.*

Name of Partner

Organization:

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Amounts listed on this form should represent funding that only this partner will receive from the grant. This form may be copied and pasted into later pages of the document to account for additional partner funding requests.

<b>Direct Cost Requested</b>	<b>7/1/16-8/30/17</b>	<b>8/31/17-8/30/18</b>
1. Salaries and Wages		
2. Employee Fringe Benefits		
3. Travel In-State (include registration)		
4. Travel Out-of-State (include registration)		
5. Materials and Supplies		
6. Consultants and Contracts		
7. Teacher Stipends		
8. Substitutes		
9. Other (Printing, Postage, Indirect if applicable etc.)		
10. Food (must not exceed 1% of total request)		
<b>Total Funding to Partner from Grant</b>		
<b><i>Cost per Teacher per Contact Hour</i></b>		

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**Budget Narrative for Partner Funding Request**

The budget narrative for each partner funding request must describe **in detail** the basis for determining **each** amount shown on the budget form. The narrative should be aligned with the proposed work plan and should show evidence of effective, appropriate, and efficient use of funds. This form may be copied and pasted into later pages of the document to explain additional partner funding requests.

Name of Partner

Organization:

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**Application Appendix**

Within the appendix of the proposal framework, partnerships should provide additional project information including but not limited to the following items:

- 1) Partner identification, contributions, commitment and MOU forms;
- 2) Teacher participation and commitment form;
- 3) Bibliography of works cited in the proposal;
- 4) 1-page vitae of project management team members, faculty members, consultants, and the evaluator involved with the project. **In the upper-right-hand corner, please note the role the person will play in the grant project;** and
- 5) Additional proposal support information submitted at the discretion of the partnership, such as samples of instruments used to conduct the needs assessment, etc.

## Partner Identification, Contributions, Commitments and MOU

### I. REQUIRED PARTNERS

Mathematics, Science or Engineering Department/Faculty of an IHE:

**Institution:**

**Department:**

**Contact:**

**Title:**

**Mailing Address:**

**Phone:**

**Fax:**

**E-mail:**

*Describe what supports the institution will provide to enhance partnership activities; such as: faculty to plan, present, and evaluate professional development, onsite support for teachers during school year, etc.*



## Partner Identification, Contributions, Commitments and MOU

### II. REQUIRED PARTNERS - continued

High Need LEA (Duplicate this form for each partner)

District and Participating Schools:

Contact:

Title:

Mailing Address:

Phone:

Fax:

E-mail:

*Describe how the high need LEA will support the partnership activities, such as: assist with identifying and recruiting teachers who need to increase content knowledge, provide detailed teacher and/or student data to the partnership for purposes of analysis/evaluation, supply materials for classroom use, link MSP content work to individual teachers' professional development plans, provide time for teachers to meet and plan, or arrange for release time for teachers to take pre-tests and post-tests, meet with other administrators and teacher partners to assess future professional development needs, etc.*

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*Attest to the institution's commitment to the goals and objectives of this MSP Grant Proposal and the type of activities planned to meet those goals and objectives as well as the institutions agreement with the proposed budget expenditures and amounts and the evaluation plan for the proposed work.*

A signature below clearly indicates a willingness on the part of this organization to **share student data** of participating teachers in a timely fashion for annual reports to the US Department of Education (this information is required in the Annual Performance Report due to US ED 60 days after September 30)

**Printed Name and Authorized Signature of Superintendent:**

\_\_\_\_\_

**Printed Name**

**District/School**

\_\_\_\_\_

**Signature (Blue Ink)**

## Partner Identification, Contributions, Commitments and MOU

### III. ADDITIONAL PARTNERS (Duplicate this form for each additional partner.)

**Partner:**

**Contact:**

**Title:**

**Mailing Address:**

**Phone:**

**Fax:**

**E-mail:**

*Describe the role of this partner and describe specific ways that this partner will support the partnership activities.*

*Note: If the partner is a LEA, describe how they will support the partnership activities, such as: assist with identifying and recruiting teachers who need to increase content knowledge, provide detailed teacher and/or student data to the partnership for purposes of analysis/evaluation, supply materials for classroom use, link MSP content work to individual teachers' professional development plans, provide time for teachers to meet and plan, or arrange for release time for teachers to take pre-tests and post-tests, meet with other administrators and teacher partners to assess future professional development needs, etc.*



# Teacher Assurance Form for Review of the LEA's Mathematics and Science Partnership Plan

Please complete one form for each participating school by December 1<sup>st</sup> of each grant year.

School Name: \_\_\_\_\_ LEA Name: \_\_\_\_\_

The following teachers have reviewed, discussed, and agreed to their part in implementing the MSP Plan that is being proposed by their LEA:

	Name	Title	Signature (Blue Ink)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			

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**Bibliography of Works Cited in the Proposal**

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In the upper-right-hand corner, please note the role the person will play in the grant project;

**Vitae**

1-page vitae of project management team members, faculty members, consultants, and the evaluator involved with the project.

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**Additional proposal support information submitted at the discretion of the partnership, such as samples of instruments used to conduct the needs assessment, etc.**