



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

May 15, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ADE KUFORJI
EDUCATION ASSOCIATE, FINANCIAL REFORM RESOURCES
302-735-4170

SUBJECT: **AWARD NOTICE**
CONTRACT NO. GSS12001-MIDDLESCHOOL
MIDDLE SCHOOL COLLEGE PREPAREDNESS CURRICULUM

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KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each contractor's contract shall be valid from June 15, 2012 through January 31, 2013. Each contract may be renewed for three (3) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS:

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Carnegie Learning, Inc Frick Building, 20 th Floor 437 Grant Street Pittsburgh, PA 15219 FSF #: 0000019605 Primary Contact: Charisse Smith (888) 851-7094 ext 465	ACHIEVE3000 Inc 1091 River Ave Lakewood, NJ 08701 FSF# 0000017205 Primary Contact: Peter Saretsky (732) 367-5505 ext 109
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4. SHIPPING TERMS:

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F.O.B. destination.

5. DELIVERY AND PICKUP:

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N/A

6. PRICING:

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Prices will remain firm for the initial term of the contract. Ordering agencies are encouraged to coordinate requirements so as to be able to take advantage of volume pricing. Vendor specific pricing is provided below:

Carnegie Learning Pricing Structure

The Carnegie Learning cost proposal reflects the Math Series textbook and MATHia software instructional materials as well as Professional Development offerings. The costs include electronic data collection, reporting, and support for the software as well as training materials for the professional development. The warranty extends for the term of all licenses, and all software upgrades will be provided to the implementing schools.

TEXTBOOK and LICENSE COSTS

- **Student License** can be distributed any way district/school wants, across products or across buildings within a district. It is priced on a per student basis based upon the curriculum the customer purchases.
- **Discounts:** Volume and Term discounts are available. All applicable discounts are reflected in the table below. Only the license is discounted and does not include training.
- **Add On Purchases:** Additional students can be added on within the first 3 months at the same unit cost as in the initial purchase. Extra discounts do not apply in the event the added user plus the initial purchase exceed the volume discount break point.
- **Shipping and Handling** charges apply to textbook materials (not included in unit pricing)

Item Description	1 Year
	Unit Cost Per Student
Math Series Student Textbook (Course 1, 2, or 3)	\$ 15.00
Math Series Student Assignments Book (Course 1, 2, or 3)	\$ 6.00
Math Series Student Skills Practice Book (Course 1, 2, or 3)	\$ 7.00
Math Series Teacher Implementation Guide (Course 1, 2, or 3)	\$ 110.00

Item Description	Quantity	1 Year Term	3 Year Term
		Unit Cost Per Student	Unit Cost Per Student Per Year
MATHia Software License (includes Courses 1-3 for grades 6-8)	1-249	\$ 47.50	\$ 41.20
	250-499	\$ 34.90	\$ 30.49
	500-999	\$ 30.70	\$ 26.92
	1000-2499	\$ 29.86	\$ 26.21
	2500+	\$ 29.02	\$ 25.49

Professional development is described in other sections of this proposal. Carnegie Learning’s professional development solution is proposed to be an Onsite Initial Implementation Strategy Training, along with a combination of Follow up Support and In-Classroom Support. As part of the professional development, Carnegie Learning focuses on curriculum development, effective implementation strategies, outcome evaluations associated with the program design, and more importantly sustaining student outcomes and effective learning strategies.

PROFESSIONAL DEVELOPMENT

Initial Implementation Training	In-Classroom Support	Instructional Coaching
<i>Instruction on Carnegie Learning Curriculum to be implemented</i>	<i>Follow up support; Observation and monitoring of classroom fidelity</i>	<i>Co-planning and Co-teaching using toolkit data to inform instruction</i>
Onsite \$2500/day materials cost included	Onsite \$2000/day	Onsite \$2000/day
Live, On-Line \$375/2-hour No Materials Supplied	<i>We recommend 4 days per teacher, no more than 4 teachers per day</i>	<i>We recommend 4 days per teacher, no more than 4 teachers per day</i>
Leadership Training	Customized Professional Development Workshop	Online Professional Development
<i>Learn best practices in mathematics instruction through a classroom "walkthrough"</i>	<i>The result of observations made during In-Classroom Support days</i>	<i>Access to online, on-demand professional development training modules</i>
Onsite \$1000/3-hour session	Onsite \$2500/day	Per Site \$1000/site
	Live, On-Line \$375/2-hour session	Per Teacher \$200/individual

ADDITIONAL RESOURCES

Item Description	Unit Cost
Carnegie Learning Test Generator / ExamView Assessment Suite	\$ 99.00 Per Teacher

ACHIEVE 3000 Pricing Structure

Site License Pricing for Professional Development Services

Package	Description	List Price	Implementation Materials and Support Fees	Total Price	# of Professional Development Sessions Included
KBTBEM-T38	TeenBiz3000 Professional Development package for up to 38 teachers. Each teacher receives online and onsite training; electronic support materials; and Differentiated Literacy Solution for up to 20 students	\$31,815	\$675	\$32,490	4

Volume Discounts on List Price

# of Districts Participating	% Savings off List Prices
1 to 4 Districts	0.0%
5 to 9 Districts	3.5%
10 to 18 Districts	7.0%
19 Districts (<i>State-Wide</i>)	10.0%

License Fees are annual and invoiced when software access is provided. Professional development is invoiced as implemented.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING:

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. REQUIREMENTS:

Vendor will provide products and services as identified on the purchase order(s) issued by the ordering agency. Vendors will ensure products are available and services are completed within the time frame * identified on the purchase order.

Before issuing a purchase order, it is the responsibility of an ordering agency to confirm the following with the vendor:

- 1) Product (s) to be purchased and applicable cost (based on the variables provided in this document)
- 2) Service(s) to be purchased and applicable cost (based on the variables provided in this document)
- 3) Time Frame(s)* in which the products are to be available
- 4) Time Frame(s)* in which the services are to be completed

* Time frames are to be reasonable to the nature of the product or service and are to be mutually agreed upon between the vendor and ordering agency. (Once agreed upon, time frames are to be included with the purchase order).

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. AGENCY'S RESPONSIBILITIES:

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

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- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.
- f. Fulfill the ordering agency responsibilities under **Section 11. Requirements** of this document.