



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 – ADDENDUM 2 – effective August 27, 2012**  
**CONTRACT NO. GSS12001-MIDDLESCHOOL**  
MIDDLE SCHOOL COLLEGE PREPAREDNESS CURRICULUM

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OF  
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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.

The contract with College Entrance and Examination Board dba The College Board is effective July 10, 2012.

The contract with Compass Learning is effective August 27, 2012.

**3. VENDORS:**

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<p><b>Carnegie Learning, Inc</b>          Frick Building, 20<sup>th</sup> Floor          437 Grant Street          Pittsburgh, PA 15219          FSF #: 0000019605</p> <p>Primary Contact: Charisse Smith          (888) 851-7094 ext 465</p>	<p><b>ACHIEVE3000 Inc</b>          1985 Cedar Bridge Avenue / Suite 2          Lakewood, NJ 08701          FSF# 0000017205</p> <p>Primary Contact: Peter Saretsky          (732) 367-5505 ext 109</p> <p>(Note: The contract with this vendor prohibits software modifications specifically for the State of Delaware.)</p>
<p><b>College Entrance and Examination Board          dba The College Board</b>          Three Bala Plaza / Suite 501          Bala Cynwd, PA 19001          FSF #: 0000002573</p> <p>Primary Contact: Catherine Nti          (610)-227-2570          Alternate Contact: Monika Pierce          (212) 713-8110</p>	<p><b>Compass Learning</b>          203 Colorado Street          Austin, TX 78701          FSF# 0000002881</p> <p>Primary Contact: Gina Rivera          (512) 492-6918          Alternate Contact: Jeannine DePaul-Nelson          (610) 662-9247</p> <p>(Note: The contract with this vendor prohibits software modifications specifically for the State of Delaware.)</p>

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**

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- **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

<b>Initial Implementation Training</b>	<b>In-Classroom Support</b>	<b>Instructional Coaching</b>
<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>
<b>Onsite</b> \$2500/day materials cost included	<b>Onsite</b> \$2000/day	<b>Onsite</b> \$2000/day
<b>Live, On-Line</b> \$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>
<b>Leadership Training</b>	<b>Customized Professional Development Workshop</b>	<b>Online Professional Development</b>
<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>
<b>Onsite</b> \$1000/3-hour session	<b>Onsite</b> \$2500/day	<b>Per Site</b> \$1000/site
	<b>Live, On-Line</b> \$375/2-hour session	<b>Per Teacher</b> \$200/individual

**ADDITIONAL RESOURCES**

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

**ACHIEVE 3000 Pricing Structure** – Note: the contract with ACHIEVE 3000 prohibits software modifications specifically for the State of Delaware.

**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.

**The College Board Price Structure**

For information on SpringBoard visit: <http://springboardprogram.collegeboard.org/about-PD>

**SpringBoard Middle School Level Student Edition Pricing (*Consumable; purchase annually for each new class of students*)**

STUDENT EDITION PRICING		
Student Edition w/ free access to SpringBoard Online		
English Textual Power		
Item	ISBN	Price per Student Edition
<b>Middle School</b>		
ELA Level 1	0-87447-912-6	\$18.65
ELA Level 2	0-87447-913-4	\$18.65
ELA Level 3	0-87447-914-2	\$18.65

STUDENT EDITION PRICING		
Student Edition w/ free access to SpringBoard Online		
Mathematics with Meaning		
Item	ISBN	Price per Student Edition
<b>Middle School</b>		
Middle School Math 1	0-87447-864-2	\$17.55
Middle School Math 2	0-87447-865-0	\$17.55
Middle School Math 3	0-87447-866-9	\$17.55
Algebra 1	0-87447-867-7	\$18.98

**SpringBoard Professional Development Pricing: Initial Planning Period and Year One Implementation**

PROFESSIONAL DEVELOPMENT FOR INITIAL PLANNING PERIOD (Jan-Jun, 2012)		
Fee Per Trainer	Maximum # of Participants Per Trainer	Professional Development Workshop Title
<b>REQUIRED Teacher Workshops PER SUBJECT</b>		
\$6,500	24	<b>Initial Teacher Institute (3 Days)</b> Participants will be introduced to the SpringBoard Program including: the content covered in their grade level or course, the activities and instructional tools to help differentiate learning, and assessments of student progress.
\$6,000	12	<b>Curriculum Mapping (2 Days)</b> Participants will examine the alignments between their district requirements, Common Core State Standards, and the SpringBoard program.
<b>Recommended Teacher Workshops</b>		
\$2,500	24	<b>District Awareness Workshop (1 Day)</b> Participants receive an overview of the SpringBoard curriculum and components, alignment to Common Core State Standards, and connections to AP and college readiness.

<b>REQUIRED Administrator Workshops</b>		
\$2,500	40	<b>Administrator Workshop (1/2 Day)</b> Essential workshop builds understanding of the program to support successful school implementation.
<b>Recommended Administrator Workshops</b>		
\$3,500	24	<b>Establishing PLCs Workshop for Leaders (1 Day)</b> Focused on instructional leadership, this workshop provides district leaders with the tools and processes for building capacity to sustain ongoing professional learning communities in their schools.
\$200 Per Participant	15	<b>Principals Leadership Academy (2 Days)</b> School leadership teams learn how to use SpringBoard as a model for school-wide instructional change.

<b>PROFESSIONAL DEVELOPMENT FOR IMPLEMENTATION YEAR ONE (July 2012 - June 2013)</b>		
Fee Per Trainer	Maximum # of Participants Per Trainer	Professional Development Workshop
<b>REQUIRED Teacher Workshops PER SUBJECT</b>		
\$6,500	24	<b>Initial Teacher Institute (3 Days)</b> Participants will be introduced to the SpringBoard Program including: the content covered in their grade level or course, the activities and instructional tools to help differentiate learning, and assessments of student progress.
\$4,900	24	<b>Quick Start Training (2 days)</b> Introduction to SpringBoard for late hires and new teachers
<b>Recommended Teacher Workshops</b>		
\$4,900	24	<b>Scoring with Rubrics Workshop (2 Days)</b> Participants will focus on developing common procedures for conducting school or district scoring of SpringBoard performance-based assessments.
\$3,500	5	<b>Cognitive Coaching (1 Day)</b> Provides the opportunity for a SpringBoard content expert to mentor a classroom teacher on using SpringBoard lessons successfully in their classrooms.
\$3,500 per seminar	24	<b>Teacher Focused Seminars (1 Day )</b> Seminar Topics: Differentiated Instruction · Grade Level Seminars · Writing Workshops (Student Portfolios- ELA only) · Cross Curriculum Strategies · Managing a Collaborative Classroom
<b>REQUIRED Administrator Workshops</b>		
\$2,500	40	<b>Administrator Workshop (1/2 Day)</b> Essential workshop builds understanding of the program to support successful school implementation. FREE in Implementation Year 1.
<b>Recommended Administrator Workshops</b>		
\$2,500	40	<b>Advanced Administrator Workshop (1/2 Day)</b> Administrators are trained to use advanced tools to coach teachers to improve instruction, monitor student learning, and build implementation over time.
\$6,000	n/a	<b>Bi-annual Reviews** (2 Days per school year)</b> SpringBoard Coaches conduct bi-annual walkthroughs and provide implementation progress reports to key district leaders to help inform program monitoring and decision making.
\$10,000	n/a	<b>Quarterly Reviews** (4 Days per school year)</b> SpringBoard Coaches conduct quarterly walkthroughs and provide implementation progress reports to key district leaders to help inform program monitoring and decision making.
\$3,500	n/a	<b>Side by Side Coaching (1 Day)</b> SpringBoard Coach and administrator conduct classroom walkthroughs to build district and school level capacity to identify and improve instruction.
\$200 Per Participant	15	<b>Principals Leadership Academy (2 Days)</b> School leadership teams learn how to use SpringBoard as a model for school-wide instructional change.

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Note that teachers that attend the Initial Institute receive a **free** copy of the Teacher Edition for the grade(s) they teach at the Institute. Also, in subsequent years of implementation, the cost of professional development will decrease as we assist schools to become self-sustaining. Finally, included in all fees listed above is **free educator access to SpringBoard Online**.

**ReadiStep Pricing:**

Per Test Fee	Timing
\$7.20	Multi-week testing window in October-November, 2012.

**COMPASS LEARNING Pricing Structure – Note: the contract with Compass Learning prohibits software modifications specifically for the State of Delaware.**

**Option #1:** Ownership with Unlimited User Licenses—The ownership model provides unlimited user licensing (UUL) per site and ownership of purchased Odyssey curriculum, assessments, and management system. Curriculum is purchased by grade and subject. CompassLearning can host the system or the school can host on their servers. On-going annual support is required for hosted implementations. Ongoing professional development is optional.

Middle School Curriculum	Cost	Professional Development Services
Unlimited User Site License <ul style="list-style-type: none"> <li>• Reading/Language Arts 3</li> <li>• Reading/Language Arts 4</li> <li>• Reading/Language Arts 5</li> <li>• Reading/Language Arts 6</li> <li>• Reading/Language Arts 7</li> <li>• Reading/Language Arts 8</li> <li>• Math 3</li> <li>• Math 4</li> <li>• Math 5</li> <li>• Math 6</li> <li>• Math 7</li> <li>• Math 8</li> <li>• Renzulli Learning with Personal Success Plan</li> </ul> Also includes Odyssey Manager, assessments, test customization tools, Math Toolkit, Odyssey Community, Odyssey Message Center, and Odyssey Writer	\$41,000 (one time purchase) Year 2 Renewal—Approx. \$4,000 (does not include Renzulli annual license)	\$9,000-\$12,000 per district-year 1
Middle School Science (optional)	\$9,000 (one time purchase)	



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**Option #2: Single User Annual Licenses**—In this model, each student user requires a separate license. The advantage is that there is no juggling of licenses and students will not be “kicked out” due to a lack of available licenses. When a student leaves the program, his license can be used by another student. Licenses must be renewed annually. Ongoing professional development is optional.

<b>Middle School Curriculum</b>	<b>Cost</b>	<b>Professional Development Services</b>
<p>Single User Subscriptions</p> <p>Each license includes:</p> <p><b>Odyssey K-8</b></p> <ul style="list-style-type: none"> <li>• Reading/Language Arts</li> <li>• Math including Middle School Algebra</li> <li>• Middle School Science</li> <li>• Supplemental Science (2-7)</li> <li>• Supplemental Social Studies (1-6)</li> <li>• Brain Buzzers and Thematic Research Projects (4-8)</li> </ul> <p><b>Odyssey High School</b></p> <ul style="list-style-type: none"> <li>• English I, English II, English III, English IV</li> <li>• Algebra I, Geometry, Algebra II, Trigonometry, Pre-Calculus</li> <li>• Biology, Physical Science, Chemistry, Physics, Earth/Space Science</li> <li>• U.S. History I, U.S. History II, U.S. Government, World History, World Geography</li> <li>• Health (sem.), Economics/Personal Finance (sem.)</li> </ul> <p>Also includes Odyssey Manager, assessments, test customization tools, Math Toolkit, Odyssey Community, Odyssey Message Center, and Odyssey Writer</p>	<p><i><b>1 to 49 Subs \$150</b></i></p> <p><i><b>50 to 99 Subs \$110</b></i></p> <p><i><b>100 to 499 Subs \$90</b></i></p> <p><i><b>500+ Subs \$75</b></i></p>	<p>\$9,000-\$12,000 per district- year 1</p>

## **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.
- 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

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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.