



EastSide Charter School  
Business Office  
3000 N. Claymont St.  
Wilmington, DE 19802

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES  
TO PROVIDE BACK OFFICE SERVICES  
ISSUED BY EASTSIDE CHARTER SCHOOL**

**CONTRACT NUMBER ESCS2012-11-1**

**I. Overview**

EastSide Charter School, a public charter school of the State of Delaware, seeks Back Office Services. 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 20, 2012
Questions are due no later than	Date: November 27, 2012
Deadline for Receipt of Proposals	Date: December 6, 2012 at 2:00 p.m. (Local Time)
Notification of Award, not later than	Date: December 31, 2012

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. EastSide Charter School reserves the right to deny any and all exceptions taken to the RFP requirements.

## **II. Scope of Services**

### **A. QUALIFICATION REQUIREMENTS**

#### **1. Experience and reputation**

- Thorough knowledge of State of Delaware Accounting Rules and Regulations
- Minimum one year experience working with State of Delaware First State Financial System (FSF) to include transactions
- Minimum two years experience with the State of Delaware's Payroll Human Resources Statewide Technology System (PHRST) to include creation of positions, entering employee data, and entering payroll, including Time and Labor entries
- Expertise in analyzing FSF and PHRST reports
- Expertise in troubleshooting transactions in FSF
- Expertise in recoding financial and payroll transactions

#### **2. Location**

- Work to be performed within the State of Delaware. Onsite availability to meet with employees and school administration to be scheduled for a set time each week.

#### **3. References**

- Two references as to quality of work in FSF and PHRST systems.

#### **4. Resumes**

- Submit resumes of persons who will be performing services.

### **B. DESCRIPTION OF SERVICES**

#### **1. Finance**

- Assistance in budget preparation including maximizing existing funds
- Preparation of monthly financial reports
- Preparation of reports as required by state and federal authorities
- Assistance with the Consolidated Grant budget
- Assistance with child nutrition semi-annual reporting
- Assistance with GAAP Report
- Advise Head of School, or designee, of appropriate uses of state and federal funding sources
- Monitor account balances and adherence to budget
- Advise Head of School concerning hiring staff within the confines of earned FTEs
- Assistance with district billing and unit count verification
- Preparation and dissemination of monthly board and web reports
- Monthly meeting with Head of School and Board Finance Committee to review financial reports and other issues. Available for Board meetings as requested

#### **2. Accounting**

- Work with representatives at the State Division of Accounting to ensure appropriate accounts are established for the charter school
- Ensure all security forms are approved at the charter school and submitted to the appropriate state agencies
- Accurate and punctual preparation of fiscal documents
- Accurate and punctual entry of accounting transactions into the First State Financial System (FSF)
- Follow up on purchase orders to include confirmation of receipt of goods or services; payments; analysis of age on purchase order balances

- Monthly reconciliation of FSF accounts and submission of certification to State of Delaware Division of Accounting
- Troubleshoot accounts with vendors, if necessary
- Accurate and punctual processing of deposits in FSF, allocating the funds to the appropriate appropriations
- Initiate and process funding adjustments and journal vouchers
- Process, budget check and post payroll funding adjustments
- Assist with preparation of annual financial audit and tax/information returns

### 3. Human Resources and Benefits Administration

- Work with representatives at the Payroll Human Resources Statewide Technology System (PHRST) office to ensure all charter school specific codes are in place to include Salary Administration Plans, Grades, and Steps; Benefits Program Codes, Leave Accrual Plans (Time and Labor)
- Establish authorized positions in PHRST as needed
- Maintain the Listing of Authorized Positions (LAP) report for accurate accounting of FTEs
- Present new employee orientation to obtain all required documentation for employment; follow up to ensure documentation is received by the School
- Accurately enter employee data into PHRST
- Establish audit quality personnel file, benefits file, and security file
- Work with employees on individual basis for FLEA, short-term disability, leaves of absence, retirement, or other life event changes
- Identify department and appointment level funding

### 4. Licensure and Certification

- Review the credentials of each employee and evaluate if all requirements for certification have been submitted to the school
- Advise each employee what is required to complete certification requirements. Submit status report to the school leader on a monthly basis
- Assist employees with entry in DEEDS
- Forward to the Delaware Department of Education copies of required documentation

## C. DOCUMENTATION REQUIREMENTS

The following documentation/information must be included with the proposal (these requirements are in addition to other documentation requirements outlined in the solicitation).

1. Firm Qualifications and Experience – The proposal should state the size of the firm, the size of the staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be employed on a part-time basis.
2. Staffing Resources
  - a. Identify the person that will be principally responsible for working with the School and lead this relationship and communications. Indicate the specific role and responsibility of that individual
  - b. Provide brief biographies of the individual(s) who will be working directly with the District.
3. Summary of Qualifications
4. Insurance – Copy of your general and professional liability insurance must be included.
5. Fee proposal – A complete breakdown of all of the firm's fees/costs. Any proposed reimbursable expenses shall also be listed. The firm must provide both its hourly rates and its flat rates. Indicate willingness to engage in alternate fee arrangements, flat fees and lock in hourly rates for at least two years.
6. Proposed Contract – a copy of your proposed contract. The successful Vendor will enter into a contract negotiated and agreed to by EastSide Charter School.
7. Interviews/Samples – Upon request, bidders must submit samples of previous completed assignments and also be available within 48 hours notice, for interviews conducted by School personnel.

8. Special Lease or Rental Proposals – Vendor may submit copies of any other agreements on their own forms, if applicable.
9. Addenda – A copy of all addenda, which shall be signed to acknowledge receipt of modification to terms and conditions.
10. Enclosed Bid Forms – The following forms must be provided:
  - Attachment 2 – Non-Collusion – The form MUST be filled out in its entirety, contain original signatures, and notary stamp, where designated.
  - Attachment 3 – Exceptions
  - Attachment 4 – Confidentiality and Proprietary Information
  - Attachment 5 – Business References
  - Attachment 6 – Subcontractor Information Form
  - Attachment 9 - Office of Supplier Diversity Application (if applicable)

**D. CONTRACT SPECIFIC DEFINITIONS:**

**Whenever the following terms are used, their intent and meaning shall be interpreted as follows:**

**State:** The State of Delaware.

**Board:** The EastSide Charter School Board of Directors.

**School:** EastSide Charter School.

**Designated Official:** The person authorized to act for the EastSide Charter School Board of Directors.

**Bidder:** Any individual, firm or corporation submitting a proposal in the proper required form for furnishing the material and/or accomplishing the work as specified and acting directly or through a duly authorized representative.

**Contractor:** Any individual, firm or corporation with whom a contract is made by the School.

**Surety:** The corporate body which bound with and for the contract, or which is liable, and which engages to be responsible for the contractor’s payments of all debts pertaining to and for this acceptable performance of the work for which he has contracted.

**Proposal:** The offer of the proposal submitted on the approved form and setting forth the bidder’s prices for furnishing material and/or performing work described in the specifications.

**Advertisement for Proposal:** The public announcement that the School is inviting proposals covering work to be performed or materials or equipment to be furnished.

**Proposal Bond:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the School if the work to be performed or the materials to be furnished is awarded to him/her.

**Special Provisions:** Special provisions are specific clauses setting forth conditions or requirements peculiar to the contract under consideration and covering the work, materials, products, or equipment involved in the proposal.

**Contract:** The written agreement covering the furnishing and delivery of materials and/or services which shall consist of the following:

- A. Proposal by firm or individual furnishing materials and/or services

- B. Agreement by the vendor to abide by all terms, conditions, specifications, and addenda of the bidding documents
- C. Approved School purchase order

**Performance, Labor**

**& Material Payment Bond:** The approved form of security furnished by the Contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the Special Provisions.

**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 School.

- **Minimum Requirements**

1. Delaware business license:  
Provide evidence of a Delaware business license or evidence of an application to obtain the business license.
2. Insurance:
  - a. Comprehensive General Liability:  
\$1,000,000 per person and \$3,000,000 per occurrence
  - b. Professional liability insurance:  
Provide evidence of professional liability insurance in the amount of \$1,000,000
3. The firm has no conflict of interest with regard to any other work performed by the firm for EastSide Charter School.
4. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal.
5. The firm has not been suspended from performing any government work.
6. The firm has not been the object of any disciplinary action during the past three (3) years.

- **General Evaluation Requirements**

1. Experience and Reputation
2. Demonstrated ability to meet identified needs
3. Expertise (for the particular project under consideration) and Capacity to meet requirements
4. Price.

- **Response Submission Documents**

In addition to providing responses to the immediately preceding Sections A and B, bidders are required to provide documentation as established in Section II, Scope of Work, Item C. Documentation Requirements.

## **IV. Professional Services RFP Administrative Information**

### **A. RFP Issuance**

#### **1. Obtaining Copies of the RFP**

This RFP is available in electronic form only through the State of Delaware procurement website at <http://www.bids.delaware.gov/> . Paper copies of this RFP will be available upon request by contacting:

**Carrie Klein**  
**(302) 762 5834 ext. 159**  
[Carrie.Klein@escs.k12.de.us](mailto:Carrie.Klein@escs.k12.de.us)

#### **2. Public Notice**

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

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

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

#### **4. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to EastSide Charter School. Address all communications to the person listed below; communications made to other EastSide Charter School 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.

**Carrie Klein**  
**EastSide Charter School**  
**3000 N. Claymont St.**  
**Wilmington, DE 19802**  
[Carrie.Klein@escs.k12.de.us](mailto:Carrie.Klein@escs.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**

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

#### **6. Contact with School Employees**

Direct contact with EastSide Charter School employees other than the EastSide Charter School Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting EastSide Charter School employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business with the School 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:

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;

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;

Has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;

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;
- 3) Has violated ethical standards set out in law or regulation; and
- 4) 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 School reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with three (3) paper copies.

**Proposals should not exceed 40 pages.**

All properly sealed and marked proposals are to be sent to EastSide Charter School and received **no later than 2:00 PM (Local Time) on December 6, 2012**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Contract No. ESCS2012-11-1  
EastSide Charter School  
Business Office  
3000 N. Claymont St.  
Wilmington, DE 19802**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above **no later than 2:00 PM (Local Time) on December 6, 2012**. 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**

EastSide Charter School 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 as an offer of the bidder at least through February 28, 2013. EastSide Charter School reserves the right to ask for an extension of time if needed.

**6. Late Proposals**

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

**7. Proposal Opening**

EastSide Charter School will receive proposals until the date and time shown in this RFP. Proposals will be opened only in the presence of EastSide Charter School personnel. Any unopened proposals will be returned to 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 EastSide Charter School.

## 9. Concise Proposals

EastSide Charter School 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. EastSide Charter School's interest is in the quality and responsiveness of the proposal.

## 10. Realistic Proposals

It is the expectation of EastSide Charter School 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.

EastSide Charter School 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 EastSide Charter School/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.

EastSide Charter School 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 School'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 School 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, which is clearly so marked as indicated below.

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 a "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, EastSide Charter School 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 School 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's 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 EastSide Charter School, 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 EastSide Charter School 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**

EastSide Charter School expects to negotiate and contract with only one "prime vendor". EastSide Charter School 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 School as a result of this procurement. The School 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 School from the full exercise of its options under Section IV.B.16 regarding multiple source contracting.

**b. Sub-Contracting**

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

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

**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 EastSide Charter School.

**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 EastSide Charter School'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, no later than ten (10) calendar days prior to the time set for opening of the proposals, **but no later than November 27, 2012 at 4:30 PM (Local Time)**.

**a. RFP Question and Answer Process**

EastSide Charter School will allow written requests for clarification of the RFP. All questions will be consolidated into a single set of responses and posted on the State's procurement website at <http://www.bids.delaware.gov/> by November 30, 2012. Vendors' names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

Text of passage being questioned

Question

Questions not submitted electronically shall be accompanied by a CD and questions shall be formatted in Microsoft Word.

**15. School's Right to Reject Proposals**

EastSide Charter School 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 EastSide Charter School'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 EastSide Charter School may deem necessary in the best interest of EastSide Charter School.

**16. School's Right to Cancel Solicitation**

EastSide Charter School reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. EastSide Charter School 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 EastSide Charter School. Vendor's participation in this process may result in EastSide Charter School 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 EastSide Charter School to execute a contract nor to continue negotiations. EastSide Charter School may terminate negotiations at any time and for any reason, or for no reason.

**17. School's Right to Award Multiple Source Contracting**

Pursuant to 29 Del. C. § 6986, EastSide Charter School 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 School.

**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 EastSide Charter School 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 EastSide Charter School 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 the State of Delaware's website at <http://www.bids.delaware.gov/>. EastSide Charter School is not bound by any statement related to this RFP made by any EastSide Charter School employee, contractor or its agents.

Bidders shall include copies of all addenda with their bid proposal package, and each addenda shall be signed to verify acknowledgement of receipt. **Failure to include this acknowledgement may be a basis for rejection of a bidder proposal.**

**20. Exceptions to the RFP**

Any exceptions to the RFP, or EastSide Charter School'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 EastSide Charter School. EastSide Charter School 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 EastSide Charter School 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, EastSide Charter School will award the contract.

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

It should be explicitly noted that EastSide Charter School 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 EastSide Charter School. The award is subject to the appropriate EastSide Charter School approvals.

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

### C. RFP Evaluation Process

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

EastSide Charter School 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 EastSide Charter School may deem necessary to make a decision.

#### 1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of EastSide Charter School. 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 shall make a recommendation regarding the award to the School management, 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 School.

#### 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 all 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 EastSide Charter School 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.

The selection will be based on the flowing criteria:

##### a. Criteria Weight

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

Criteria	Weight (points)
Minimum Requirements Set forth in Section III Required Information, Part A	<b>PASS / FAIL</b>

<b>Criteria</b>	<b>Weight (points)</b>
– Minimum Requirements	
Overall Expertise and Experience, composed of:	
The firm’s past experience and performance on comparable engagements	25
Demonstrated ability to meet identified needs	25
The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s management support personnel to be available for technical consultation.	25
Price	25
<b>Total Possible Points</b>	<b>100</b>

**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, EastSide Charter School 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, EastSide Charter School will pay travel costs only for School personnel for these visits.

**5. Oral Presentations**

Selected vendors may be invited to make oral presentations to the Evaluation Team. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

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

## **D. Contract Terms and Conditions**

### **1. General Information**

- a. The term of the contract between the successful bidder and EastSide Charter School shall be from date of contract execution to the end of the current fiscal year, which is June 30, 2013. EastSide Charter School shall have the option to negotiate an extension of the contract for two (2) additional one (1) year fiscal terms, and shall not extend past June 30, 2015, if both options are exercised.
- b. The selected vendor will be required to enter into a written agreement with EastSide Charter School. EastSide Charter School 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 EastSide Charter School. 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 EastSide Charter School, 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. EastSide Charter School's standard contract will most likely be supplemented with the vendor's software license, support/maintenance, source code escrow agreements, and any other applicable agreements. The terms and conditions of these agreements will be negotiated with the finalist during actual contract negotiations.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a EastSide Charter School purchase order signed by two authorized representatives of School, and, if applicable, properly processed through the State of Delaware Accounting Office and the Department of Finance. The purchase order shall serve as the authorization to proceed in accordance with the bid specifications and the special instructions, once it is received by the successful vendor.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.

### **2. Collusion or Fraud**

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

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

**3. 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 School employee or agent of the School concerning this RFP or the award of a contract resulting from this RFP shall have their proposal immediately rejected and shall be barred from further participation in this RFP.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this RFP upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, EastSide Charter School 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 School employees, contractors or agents of the School concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

**4. Solicitation of School Employees**

Until contract award, vendors shall not, directly or indirectly, solicit any employee of EastSide Charter School to leave the School'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 EastSide Charter School's contracting officer. Solicitation of EastSide Charter School employees by a vendor may result in rejection of the vendor's proposal.

Subject to the terms of the final contract, this paragraph does not prevent the employment by a vendor of an EastSide Charter School employee who has initiated contact with the vendor. However, EastSide Charter School 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.

**5. General Contract Terms**

**a. Independent contractors**

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

It may be at EastSide Charter School's discretion as to the location of work for the contractual support personnel during the project period.

**b. Non-Appropriation**

If applicable, 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 School 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.

**c. 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 EastSide Charter School 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.

**d. Notice**

Any notice to EastSide Charter School required under the contract shall be sent by registered mail to:

**Carrie Klein  
EastSide Charter School  
3000 N. Claymont St.  
Wilmington, DE 19802**

**e. Indemnification**

**1. General Indemnification.**

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

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its work, 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 EastSide Charter School, the School 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 School 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 the School'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 EastSide Charter School 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 EastSide Charter School agrees to and accepts in writing.

**f. Insurance**

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

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
----	---------------------------------	---

And at least one of the following, as outlined below:

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

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of School students or staff, the vendor shall, in addition to the above coverages, 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 as proof that the vendor has the required insurance.

**g. 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.

**h. 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 to correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the School's requirements.

**i. 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 EastSide Charter School. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

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

**j. Penalties**

EastSide Charter School may include in the final contract penalty provisions for non-performance, such as liquidated damages.

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

**k. Termination for Cause.**

If for any reasons, or through any cause, the Vendor fails to fulfil in timely and proper manner his obligations under the contract, or if the Vendor violates any of the covenants, agreements or stipulations of the contract, EastSide Charter School shall thereupon have the right to terminate the 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 the contract shall, at the option of the School, 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 useable by EastSide Charter School.

**l. Termination for Convenience**

EastSide Charter School may terminate the 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, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option of the School, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the School. If the contract is terminated by the School as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**m. Non-discrimination**

In performing the services subject to this RFP the vendor will agree that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex 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.

**n. 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 or understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty EastSide Charter School 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.

**o. 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.

**p. Work Product**

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

**q. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between the School and the successful vendor shall constitute the contract between the School 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, EastSide Charter School'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 School and the vendor.

**r. Applicable Law**

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

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

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

**s. 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.

**t. 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** – EastSide Charter School 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 School.
- (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 School.
- (8) **Additional Terms and Conditions** – EastSide Charter School reserves the right to add terms and conditions during the contract negotiations.

## **E. RFP Miscellaneous Information**

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

Vendors may not release any information about this RFP. EastSide Charter School reserves the right to pre-approve any news or advertising releases concerning this RFP, the resulting contract, the work performed, or any reference to the EastSide Charter School with regard to any project or contract performance. Any such news or advertising releases pertaining to this RFP or resulting contract shall require the prior express written permission of the EastSide Charter School.

### **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**

EastSide Charter School requires that all hardware, system software products, and application software products included in proposals be currently in use in a production environment by a 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**

- 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 ← Submission not required at this time
- Attachment 8 – Subcontracting (2<sup>nd</sup> Tier Spend) Report ← Submission not required at this time
- Attachment 9 - Office of Supplier Diversity Application

### **IMPORTANT – PLEASE NOTE:**

- **Attachments 2, 3, 4, and 5 must be included in your proposal**
- Attachment 6 must be included in your proposal if subcontractors will be involved
- 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. **(NOT REQUIRED BY EASTSIDE CHARTER SCHOOL AT THE TIME OF POSTING)**

### **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 vendors.

A Usage Report (Attachment 7) shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of each month by the successful Vendor **Electronically in Excel format** detailing the purchasing of all items on this contract. The reports (Attachment 8) shall be submitted electronically in EXCEL and sent as an attachment to be determined. It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in 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.

In accordance with Executive Order 14– Increasing Supplier Diversity Initiatives within State Government, EastSide Charter School is committed to supporting diverse business industry and population. The successful Vendor will be required to report on the participation by a minority and /or women owned business (MWBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the MWBE, MWBE contact information (phone, email), type of product or service provided by the MWBE and any MWBE certifications for the subcontractor (State MWBE certification, Minority Supplier Development Council, Women’s Business Enterprise Council). The format used for this 2<sup>nd</sup> Tier report is found in Attachment 9.

Subcontracting 2nd tier reports (Attachment 8) shall be submitted to the contracting Agency's OSD 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.

**Monthly vendor usage and 2<sup>nd</sup> tier reporting are not required at this time.**

NO PROPOSAL REPLY FORM

**CONTRACT # ESCS2012-11-1**

**CONTRACT TITLE: Back Office Services**

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 School. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_ SIGNATURE

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

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

**CONTRACT NO.:** ESCS2012-11-1  
**TITLE:** Back Office Services  
**OPENING DATE:** December 6, 2012 at 2:00 PM (Local Time)

**NON-COLLUSION STATEMENT**

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

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 Request for Proposal 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 EastSide Charter School.

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

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

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

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

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

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

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

STATE OF DELAWARE  
 LICENSE NUMBER \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_

(circle one)

(circle one)

(circle one)

COMPANY CLASSIFICATIONS: CERT. NO. _____	<u>Women</u> Yes No	<u>Minority</u> Yes No	<u>Disadvantaged</u> Yes No
	<u>Business</u>	<u>Business</u>	<u>Business</u>
	<u>Enterprise</u>	<u>Enterprise</u>	<u>Enterprise</u>
	<u>(WBE)</u>	<u>(MBE)</u>	<u>(WBE)</u>

[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 BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

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

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

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





CONTRACT NO. ESCS2012-11-1  
Contract Name - Back Office Services

**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 or charter school contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

**SUBCONTRACTOR INFORMATION FORM**

<b>PART I – STATEMENT BY PROPOSING VENDOR</b>		
1. CONTRACT NO. ESCS2012-11-1	2. Proposing Vendor Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OMWBE 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	
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

State of Delaware

Monthly Usage Report

<b>Supplier Name:</b>				ESCS2012-11-1	<b>Report Start Date:</b>							
<b>Contact Name:</b>					<b>Report End Date:</b>							
<b>Contact Phone:</b>						<b>Today's Date:</b>						
Agency Name or School District	Division or Name of School	Budget Code	<a href="#">UNSPSC</a>	Item Description	Contract Item Number	Unit of Measure	Qty	Environmentally Preferred Product or Service Y N	Additional Discount Granted	Contract Proposal Price/Rate	Total Spend	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	
											\$0.00	

**Note:** A copy of the Usage Report will be sent by electronic mail to the Awarded Vendor.



**State of Delaware  
Office of Minority and Women Business Enterprise  
Certification Application**

[http://gss.omb.delaware.gov/osd/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/osd/docs/certapp_022510.pdf)



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

Office of Minority and Women Business Enterprise (OMBWE)

100 Enterprise Place, Suite #4

Dover, DE 19904-8202

Telephone: (302) 857-4554 Fax: (302) 677-7086

Email: [deowmbe@state.de.us](mailto:deowmbe@state.de.us)

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>