

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES
Delaware School Transportation Statewide Public School Routing System and add-on
Technology
ISSUED BY DELAWARE DEPARTMENT OF EDUCATION
CONTRACT NUMBER DOE26002

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IX. Overview

The State of Delaware Department of Education, seeks professional services from qualified, experienced vendors with capacity to deliver a statewide, cloud-based school bus routing software solution that will support all 19 public school districts. The selected vendor must demonstrate a strong track record in implementing school transportation routing systems and offer a scalable, secure, and user-friendly platform that meets the functional and technical specifications outlined in this RFP. The proposed solution must provide comprehensive routing capabilities for both regular and special education students, integrate seamlessly with Infinite Campus—the statewide Student Information System—and include mapping tools that support district boundaries, feeder patterns, and walk zones. Additionally, the system must offer optimization features for routes, stops, fleet usage, and scenario planning, as well as robust reporting tools to support operational analysis and compliance with state reimbursement formulas. Training and support resources must be included, covering initial onboarding, ongoing webinars, and onboarding for new users after implementation. Vendors are required to submit a detailed project plan that outlines their implementation methodology, training strategy, and technical approach to meet DDOE’s statewide needs. Proposals may also include optional technology add-ons that enhance safety and efficiency, subject to future funding availability and district interest. 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:

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Public Notice	Date: <u>September 29, 2025</u>
Pre-Bid Meeting:	Date: <u>October 13, 2025, 2:00 p.m. EST</u>
Deadline for Questions	Date: <u>October 20, 2025</u>
Response to Questions Posted by:	Date: <u>October 22, 2025</u>
Deadline for Receipt of Proposals (Time)	Date: <u>October 29, 2025</u> at 2:00 PM (Local Time)
Estimated Notification of Award	Date: <u>December 2025</u>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposed 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, at a minimum, that the Vendor shall not store or transfer non-public State of Delaware data outside of the United States. For technology related solicitations, Vendors may refer to the Delaware Department of Technology and Information identified terms and conditions included in this solicitation.

The State of Delaware reserves the right to deny any and all exceptions taken to the RFP requirements.

VOLUNTARY PREBID MEETING

A voluntary pre-bid meeting has been scheduled for **October 13, 2025, 2:00 p.m. EST**. **This is a voluntary meeting.** While attendance is voluntary, it is strongly encouraged. The meeting will be recorded and will have an opportunity for vendor questions at the end.

Microsoft Teams [Need help?](#)
[Join the meeting now](#)

Meeting ID: 249 187 674 611 6
Passcode: gT3QX6pn

Dial in by phone
[+1 302-467-3191,,140955427#](#) United States, Wilmington
[Find a local number](#)
Phone conference ID: 140 955 427#

X. Scope of Services

The scope of services for this RFP includes the full implementation and ongoing support of a statewide, cloud-based school bus routing software system designed to meet the diverse transportation needs of Delaware's 19 public school districts. The selected vendor will be responsible for delivering a fully integrated solution that encompasses software installation,

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configuration, and data migration from existing systems, as well as the development of secure interfaces with the Infinite Campus Student Information System. The system must support mapping integration for district boundaries, feeder patterns, walk zones, and neighboring state roadways, along with advanced routing optimization tools, robust reporting capabilities, and support for special programs and summer services. Vendors must provide a detailed implementation plan that outlines their approach to project management, district engagement, and system rollout, clearly defining the responsibilities of both the vendor and the DDOE project team. Comprehensive training is required, including a minimum of two onsite sessions per district, virtual and recorded modules, access to a searchable training library, free annual webinars, and a process for onboarding new users post-implementation. All training materials and support services must be included in the base cost. Proposals should demonstrate a commitment to long-term system quality, user adoption, and cost efficiency, and must include an estimated modification cost based on prior implementations. The proposed solution must be flexible enough to accommodate future changes in district needs, transportation policies, and technology advancements.

XI. Required Information

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

A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP.
4. Proof of insurance and amount of insurance shall be furnished to the Agency prior to the start of the contract period and shall be no less than as identified in the bid solicitation, Section V, Item G, subsection 7 (insurance).

B. General Evaluation Requirements

1. Vendor qualifications, experience and references.
2. Vendor provides a detailed implementation plan that meets the needs and timeline of each district.
3. Vendor customer support team has the capacity to provide technical support to all districts.
4. Vendor has experience with student information system integration with Infinite Campus.
5. Cost Proposals

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6. Vendor provides route optimization tools, regular mapping updates, and provides regular training support through various methods, including a training library.

XII. Professional Services RFP Administrative Information

A. RFP Issuance

1. Public Notice

Public notice has been provided in accordance with 29 *Del. C.* [§ 6981](#).

2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at www.bids.delaware.gov . Paper copies of this RFP will not be available.

3. Assistance to Vendors with a Disability

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

4. RFP Designated Contact

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

Erika Martine-Duquette
DE Department of Education, Finance Office
401 Federal Street, Ste. 2
Dover, DE 19901
Email: Erika.Martine-Duquette@doe.k12.de.us

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

5. Consultants and Legal Counsel

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

6. Contact with State Employees

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

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7. Organizations Ineligible to Bid

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

8. Exclusions

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

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

B. RFP Submissions

1. Acknowledgement of Understanding of Terms

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

2. Proposals

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **2** paper copies and **2** electronic copy on CD or DVD media disk, or USB memory drive. Please provide a separate electronic pricing file from the rest of the RFP proposal responses.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **2:00 PM (Local Time)** on **October 29, 2025**. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

Erika Martine-Duquette
DE Department of Education, Finance Office
401 Federal Street, Ste. 2

STATE OF DELAWARE
Department of Education

Dover, DE 19901

Email: Erika.Martine-Duquette@doe.k12.de.us

Vendors are directed to clearly print “BID ENCLOSED**” and “**CONTRACT NO. DOE26002**” on the outside of the bid submission package.**

Any proposal received after the Deadline for Receipt of Proposals date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery and any costs for returned proposals. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

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

3. Proposal Modifications

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

4. Proposal Costs and Expenses

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

5. Proposal Expiration Date

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through one year from bid due date. The State of Delaware reserves the right to ask for an extension of time if needed.

6. Late Proposals

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

7. Proposal Opening

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

There will be no public opening of proposals, but a public log will be kept of the names of all vendor organizations that submitted proposals. The contents of any proposal

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shall not be disclosed in accordance with [Executive Order # 31](#) and Title 29, Delaware Code, [Chapter 100](#).

8. Non-Conforming Proposals

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

9. Concise Proposals

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

10. Realistic Proposals

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

The State of Delaware shall bear no responsibility or increased 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

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, 29 Del. C. § 10001, et seq. ("FOIA"). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. All proposals are subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure, or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information"

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and include the specific RFP number. The envelope must contain a letter from the vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, vendor(s) assume the risk that confidential business information included in a proposal may enter the public domain.

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 State of Delaware and be responsible for the joint venture's performance under the contract, including all project management, legal and financial responsibility for the implementation of all vendor systems. If a joint venture is proposed, a copy of the joint venture agreement clearly describing the responsibilities of the partners must be submitted with the proposal. Services specified in the proposal shall not be subcontracted without prior written approval by the State of Delaware, and approval of a request to subcontract shall not in any way relieve Vendor of responsibility for the professional and technical accuracy and adequacy of the work. Further, vendor shall be and remain liable for all damages to the State of Delaware caused by negligent performance or non-performance of work by its subcontractor or its sub-subcontractor.

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

a. Primary Vendor

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

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

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.18 regarding multiple source contracting.

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b. Sub-contracting

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

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

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 State of Delaware.

14. Discrepancies and Omissions

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

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

a. RFP Question and Answer Process

The State of Delaware will allow written requests for clarification of the RFP. All questions shall be posted on DDOE's website at: <https://bids.doe.k12.de.us/#home>, and received no later than **October 20, 2025**. All questions will be consolidated into a single set of responses and posted on both DDOE's website, as well as the State's website at www.bids.delaware.gov by **October 22, 2025**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

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- Section number
- Paragraph number
- Page number
- Text of passage being questioned

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

15. State's Right to Reject Proposals

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

16. State's Right to Cancel Solicitation

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

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

17. State's Right to Award Multiple Source Contracting

Pursuant to 29 *Del. C.* [§ 6986](#), the State of Delaware 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 State of Delaware.

18. Potential Contract Overlap

Vendors shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where contract deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple vendors during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

19. Supplemental Solicitation

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

20. Notification of Withdrawal of Proposal

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

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

21. 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 www.bids.delaware.gov. The State of Delaware is not bound by any statement related to this RFP made by any State of Delaware employee, contractor or its agents.

22. Exceptions to the RFP

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

23. Business References

Provide at least three (3) business references consisting of current or previous customers of similar scope and value using Attachment 5. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered.

24. Award of Contract

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

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

a. RFP Award Notifications

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

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

It should be explicitly noted that the State of Delaware 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

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whose proposal is the most advantageous to the State of Delaware. The award is subject to the appropriate State of Delaware approvals.

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

25. Cooperatives

Vendors, who have been awarded similar contracts through a competitive bidding process with a cooperative, are welcome to submit the cooperative pricing for this solicitation. **State of Delaware terms will take precedence.**

C. RFP Evaluation Process

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

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

1. Proposal Evaluation Team

The Proposal Evaluation Team shall be comprised of representatives of the State of Delaware. 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](#). Professional services for this solicitation are considered under 29 *Del. C.* § 6982(b). The Team may negotiate with one or more vendors during the same period and may, at its discretion, terminate negotiations with any or all vendors. The Team shall make a recommendation regarding the award to the Department of Education, Director of Finance, who shall have final authority, subject to the provisions of this RFP and 29 *Del. C.* § [6982\(b\)](#), to award a contract to the successful vendor in the best interests of the State of Delaware.

2. Proposal Selection Criteria

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

The proposals shall contain the essential information on which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the State of Delaware 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.

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- 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](#). Such selection will be based on the following criteria:
 - (list criteria for multiple vendor award selection)

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
Vendor qualifications, experience and references.	30
Vendor provides a detailed implementation plan that meets the needs and timeline of each district.	15
Vendor customer support team has the capacity to provide technical support to all districts.	15
Vendor has experience with student information system integration with Infinite Campus.	10
Cost Proposal	20
Vendor provides route optimization tools, regular mapping updates, and provides regular training support through various methods, including a training library.	10
Total	100%

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

3. Proposal Clarification

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

4. References

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

5. Oral Presentations

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

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

The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components. All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

XIII. Contract Terms and Conditions

A. Contract Use by Other Agencies

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

B. Cooperative Use of Award

As a publicly competed contract awarded in compliance with 29 DE Code Chapter 69, this contract is available for use by other states and/or governmental entities through a participating addendum. Interested parties should contact the State Contract Procurement Officer identified in the contract for instruction. Final approval for permitting participation in this contract resides with the Director of Government Support Services and in no way places any obligation upon the awarded vendor(s).

C. General Information

1. The term of the contract between the successful bidder and the State shall be for **10** year with **5** optional extensions for a period of one (1) year for each extension.

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2. As a Service subscription license costs shall be incurred at the individual license level only as the individual license is utilized within a fully functioning solution. Subscription costs will not be applicable during periods of implementation and solution development prior to the State's full acceptance of a working solution. Additional subscription license requests above actual utilization may not exceed 5% of the total and are subject to Delaware budget and technical review.
3. The selected vendor will be required to enter into a written agreement with the State of Delaware. The State of Delaware reserves the right to incorporate standard State contractual provisions into any contract negotiated as a result of a proposal submitted in response to this RFP. Any proposed modifications to the terms and conditions of the standard contract are subject to review and approval by the State of Delaware. Vendors will be required to sign the contract for all services and may be required to sign additional agreements.
4. The selected vendor or vendors will be expected to enter negotiations with the State of Delaware, 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.
5. The State of Delaware'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.
6. 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 State of Delaware purchase order signed by two authorized representatives of the agency requesting service, 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.
7. 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.
8. The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months after the term of the full contract has been completed.
9. Vendors are not restricted from offering lower pricing at any time during the contract term.

D. 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

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response to this RFP, and is in all respects fair and without collusion or fraud; that the vendor did not participate in the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance; and that no employee or official of the State of Delaware 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.

E. 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 State of Delaware employee or agent of the State of Delaware 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, the State of Delaware 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 State of Delaware employees, contractors or agents of the State of Delaware concerning this RFP shall be conducted in strict accordance with the manner, forum and conditions set forth in this RFP.

F. Solicitation of State Employees

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

This paragraph does not prevent the employment by a vendor of a State of Delaware employee who has initiated contact with the vendor. However, State of Delaware 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.

G. General Contract Terms

1. 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

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

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

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

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

3. Work Performed in a State Building

Awarded Vendor(s) who have any employees carrying out any work related to the awarded contract at a State facility shall have those employees comply with any health mandate or policy issued by the State related to a pandemic or other State of Emergency issued by any State authority during the term of the awarded contract, including those that apply directly to State employees. For clarity, State buildings are those owned or leased by the State.

4. ACA Safe Harbor

The State and its utilizing agencies are not the employer of temporary or contracted staff. However, the State is concerned that it could be determined to be a Common-law Employer as defined by the Affordable Care Act (“ACA”). Therefore, the State seeks to utilize the “Common-law Employer Safe Harbor Exception” under the ACA to transfer health benefit insurance requirements to the staffing company. The Common-law Employer Safe Harbor Exception can be attained when the State and/or its agencies are charged and pay for an “Additional Fee” with respect to the employees electing to obtain health coverage from the Vendor.

The Common-law Employer Safe Harbor Exception under the ACA requires that an Additional Fee must be charged to those employees who obtain health coverage from the Vendor, but does not state the required amount of the fee. The State requires that all Vendors shall identify the Additional Fee to obtain health coverage from the Vendor and delineate the Additional Fee from all other charges and fees. The Vendor shall identify both the Additional Fee to be charged and the basis of how the fee is applied (i.e. per employee, per invoice, etc.). The State will consider the Additional Fee and prior to award reserves the right to negotiate any fees offered by the Vendor. Further, the Additional Fee shall be separately scored in the proposal to ensure that neither prices charged nor the Additional Fee charged will have a detrimental effect when selecting vendor(s) for award.

5. Licenses and Permits

In performance of the contract, the vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful vendor. The vendor shall be properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C. § 2502*.

Prior to receiving an award, the successful vendor shall either furnish the State of Delaware 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.

6. Notice

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**DELAWARE DEPARTMENT OF EDUCATION
FINANCE OFFICE, RM. 279
401 FEDERAL STREET, SUITE 2
DOVER, DE 19901
ATTN: ERIKA MARTINE-DUQUETTE**

7. Indemnification

a) 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, 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.

b) Proprietary Rights Indemnification

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

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

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

7. Insurance

- a) 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.
- b) 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 the State of Delaware.

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- c)** As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

(1) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

(2) Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.

(3) Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Vendor pursuant to this Agreement as well as all units used by Vendor, regardless of the identity of the registered owner, used by Vendor for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:

(a) \$1,000,000 combined single limit each accident, for bodily injury;

(b) \$250,000 for property damage to others;

(c) \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;

(d) \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* §2118; and

(e) Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

- d)** The successful vendor must carry at least one of the following depending on the scope of work being performed.

(1) Medical/Professional Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate

(2) Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate

(3) Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

- e)** Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

- f)** Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the contract

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number stated herein, shall be filed with the State. The certificate holder is as follows:

DELAWARE DEPARTMENT OF EDUCATION
Contract No: DOE26002

State of Delaware
401 Federal Street, Suite 2
Dover, DE 19901

g) Nothing contained herein shall restrict or limit the Vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

h) To the extent that Vendor has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Vendor as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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

j) The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided to agency contact prior to any work being completed by the awarded vendor(s).

k) The State of Delaware shall not be named as an additional insured.

l) Should any of the above-described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

8. 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.

9. BID BOND

There is no Bid Bond Requirement.

10. PERFORMANCE BOND

Contractors awarded contracts are required to furnish a 100% Performance Bond in accordance with Delaware Code Title 29, Section 6927, to the State of Delaware for the benefit of Department of Education with surety in the amount of 100% of the specific award. Said bonds shall be conditioned upon the faithful performance of the contract. This guarantee shall be submitted using Attachment 10 in the form of a good and sufficient bond drawn upon an Insurance or Bonding Company authorized to do business in the State of Delaware.

11. Vendor Emergency Response Point of Contact

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

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

12. Warranty

The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

13. Costs and Payment Schedules

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

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

14. Liquidated Damages

The State of Delaware may include in the final contract liquidated damages provisions for non-performance.

15. Dispute Resolution

At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

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If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration, or litigation, including attorneys' fees.

16. Remedies

Except as otherwise provided in this solicitation, including but not limited to Section V.G.15 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this solicitation, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

17. Termination of Contract

The contract resulting from this RFP may be terminated as follows by Delaware Department of Education

a) Termination for Cause

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

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

b) Termination for Convenience

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20)

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days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

c) Termination for Non-Appropriations

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

18. Non-discrimination

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

19. Covenant against Contingent Fees

The successful vendor will warrant that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty the State of Delaware 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.

20. Vendor Activity

No activity is to be executed in an offshore 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.

21. Vendor Responsibility

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

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completing Attachment 6, and are subject the approval and acceptance of Delaware Department of Education.

22. Personnel, Equipment and Services

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

23. Fair Background Check Practices

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

24. Vendor Background Check Requirements

Vendor(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

Delaware Sex Offender Central Registry at:

<https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for contract vendors. Should an individual be identified and the Vendor(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Vendor(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of a contract award. A violation of this condition represents a violation of the contract terms and conditions, and may subject the Vendor to penalty, including contract cancellation for cause.

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Individual contracts may require additional background checks and/or security clearance(s), depending on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the contract scope of work or be a matter of common law. The Vendor(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

25. Drug Testing Requirements for Large Public Works

Pursuant to 29 Del.C. [§6908\(a\)\(6\)](#), effective as of January 1, 2016, OMB has established regulations that require Contractors and Subcontractors to implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds. The regulations establish the mechanism, standards and requirements of a Mandatory Drug Testing Program that will be incorporated by reference into all Large Public Works Contracts awarded pursuant to 29 Del.C. [§6962](#).

Final publication of the identified regulations can be found at the following:
[4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects](#)

26. Work Product

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

27. Contract Documents

The RFP, the purchase order, the executed contract and any supplemental documents between the State of Delaware and the successful vendor shall constitute the contract between the State of Delaware 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, State of Delaware'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 State of Delaware and the vendor.

28. 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:

- a) the laws of the State of Delaware;
- b) the applicable portion of the Federal Civil Rights Act of 1964;
- c) the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
- d) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and

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

If any vendor fails to comply with (1) through (5) of this paragraph, the State of Delaware 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.

29. Severability

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

30. Assignment of Antitrust Claims

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Vendor notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Vendor shall meet and confer about coordination of representation in such action.

31. Technology Standards

The selected vendor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by it, its subcontractors and its and their principals, officers, employees and agents under this Agreement. Vendor shall provide system diagrams in accordance with State Architecture requirements at <https://dti.delaware.gov/about-dti/boards-and-committees/arb-templates/>. In performing the specified services, vendor shall follow practices consistent with generally accepted professional and technical standards. Vendor shall be responsible for ensuring that all services, products and deliverables furnished pursuant to this Agreement comply with the standards promulgated by the Department of Technology and Information ("DTI") published at <http://dti.delaware.gov/information/standards-policies.shtml>, and as modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2)

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modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by vendor's failure to ensure compliance with DTI standards.

32. Accessibility Standards

If services or products provided by selected vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. EIT is information technology (IT) as defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. In general, all DDOE EIT must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://education.delaware.gov/community/accessibility/> and for the State of Delaware at <https://accessibility.dti.delaware.gov>.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the vendor included in the submission of the proposal to demonstrate Level AA compliance. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. In the event that EIT is developed or modified as part of the execution of this contract, including any equipment, software, services, or commercial products, a VPAT must be submitted and approved prior to the deployment and use of EIT. DDOE reserves the right to request an updated VPAT if vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. A sample VPAT template is found here: <https://www.itic.org/policy/accessibility/vpat>.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, vendor may submit an exception request for the specific accessibility criteria indicating the reason accessibility compliance cannot be met or the vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is available upon request. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by vendor's failure to ensure compliance with the Department's published accessibility standards.

33. 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.

34. Affirmation

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

35. Audit Access to Records

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

36. IRS 1075 Publication (If Applicable)

1. Performance

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

All work will be performed under the supervision of the contractor or the contractor's responsible employees.

The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.

Any Federal tax returns or Federal tax return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

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No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.

The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

The contractor shall comply with agency incident response policies and procedures for reporting unauthorized disclosures of agency data.

2. Criminal/Civil Sanctions

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to

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contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. Inspection

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

37. Other General Conditions

- a) **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.
- b) **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.
- c) **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.
- d) **Prior Use** – The State of Delaware 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 State of Delaware.

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- e) **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.
- f) **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- g) **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
- h) **Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.
- i) **Billing** – The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.
- j) **Payment** – The State reserves the right to pay by Automated Clearing House (ACH), Purchase Card (P-Card), or check. The agencies will authorize and process for payment of each invoice within thirty (30) days after the date of receipt of a correct invoice. Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated as invoiced.
- k) **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) through the Supplier Public Portal at <https://esupplier.erp.delaware.gov> to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record.
- l) **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOE26002**
- m) on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
- n) **Purchase Card** – The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally, there shall be no minimum or maximum limits on any P-Card transaction under the contract.
- o) **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

XIV. RFP Miscellaneous Information

A. No Press Releases or Public Disclosure

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

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any

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other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

B. 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.

C. Production Environment Requirements

The State of Delaware 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.

XV. Attachments

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

- Attachment 1 – No Proposal Reply Form
- Attachment 2 – Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Subcontractor Information Form
- Attachment 7 – Office of Supplier Diversity Application
- Attachment 8 – Delaware Department of Education Standard Contract Template
- Attachment 9 – Performance Bond
- Attachment 10 - Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement
- Attachment 11 – DDOE TDO Technology Requirements
- Attachment 12- DDOE Vendor Questionnaire
- Attachment 13- Extract Layout Requirement From: Student Information System (Infinite Campus) to Student Transportation System and Import Layout Requirement From: Student Transportation System To: Student Information System (Infinite Campus)

- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C - RFP Price Submission
- Appendix D - Optional Add-On Technology Price Submission

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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
- Attachment 10 – Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement Form – **required** for all Technology related RFPs.
- Attachment 11 –DOE TDO Technology Requirements Form – **required** for all Technology related RFPs.
- Attachment 12- DDOE Vendor Questionnaire – **required**
- Appendix C – RFP Price Submission
- Appendix D – Optional Add-On Technology Price Submission.

REQUIRED REPORTING

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

In accordance with [Executive Order 49](#), the State of Delaware is committed to supporting its diverse business industry and population. The successful Vendor will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women’s Business Enterprise Council, VetBiz.gov).

NO PROPOSAL REPLY FORM

Contract No. **DOE26002**

Contract Title: **Delaware School Transportation
Statewide Public School Routing System and add-on
Technology**

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

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

- _____ 1. We do not wish to participate in the proposal process.
- _____ 2. We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:

- _____ 3. We do not feel we can be competitive.
- _____ 4. We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- _____ 5. We do not wish to sell to the State. Our objections are:

- _____ 6. We do not sell the items/services on which Proposals are requested.
- _____ 7. Other: _____

FIRM NAME

SIGNATURE

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

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

PLEASE FORWARD NO PROPOSAL REPLY FORM TO THE CONTRACT OFFICER IDENTIFIED.

CONTRACT NO.: DOE26002

CONTRACT TITLE: Delaware School Transportation Statewide Public School Routing System and add-on Technology

DEADLINE TO RESPOND: October 29, 2025 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 the State of Delaware, Department of Education.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents, subject to any express exceptions set forth at Attachment 3, the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

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

COMPANY NAME _____ Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____
(Please type or print)

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

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

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

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

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

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

YES _____ NO _____ if yes, please explain _____

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

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

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

Contract No. DOE26002

Contract Title: Delaware School Transportation Statewide Public School Routing System and add-on Technology

BUSINESS REFERENCES

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

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

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

1. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

2. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

3. **Contact Name & Title:**

Business Name:

Address:

Email:

Phone # / Fax #:

Current Vendor (YES or NO):

Years Associated & Type of Work Performed:

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:
<https://business.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
<https://business.delaware.gov/directory-of-certified-businesses/>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://business.delaware.gov/osd/>

Dover address for the Division of Small Business

Local applicants may drop off applications here:

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

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

Delaware Department of Education Contract

Delaware School Transportation Statewide Public School Routing System and add-on Technology RFP#DOE26002

This Agreement ("Agreement") is effective only upon the execution of a State of Delaware Purchase Order and will end on _____, 20, by and between the State of Delaware, Department of Education, hereafter referred to as DDOE or "Department", and VENDOR, (VENDOR).

WHEREAS, DDOE desires to obtain certain services to _____; and

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

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

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

1. **Services.**

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

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

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

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

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

2.1 The Services contemplated in this Agreement shall be completed no later than _____, 20.

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

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

2.4 VENDOR shall submit monthly invoices to DDOE in sufficient detail to support the services provided during the previous month. DDOE agrees to pay those invoices within thirty (30) days of receipt. In the event DDOE disputes a portion of an invoice, DDOE agrees to pay the undisputed portion of the invoice within thirty (30) days of receipt and to provide VENDOR a detailed statement of DDOE's position on the disputed portion of the invoice within thirty (30) days of receipt.

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

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

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

2.8 Invoices shall be submitted to: _____

3. Responsibilities of VENDOR.

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

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3.2 Accessibility requirements – If services or products provided by selected vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, vendor shall be responsible for ensuring that any such technology satisfies the Department's Accessibility requirements. EIT is information technology (IT) as defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. In general, all DDOE EIT must be free of errors and warnings for Level AA of the WCAG 2.0 standard. A complete Statement of Accessibility Requirements for the Department is available at <https://education.delaware.gov/community/accessibility/> and for the State of Delaware at <https://accessibility.dti.delaware.gov>.

Vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of DDOE by the vendor included in the submission of the proposal to demonstrate Level AA compliance. An existing VPAT is acceptable as long as it corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. In the event that EIT is developed or modified as part of the execution of this contract, including any equipment, software, services, or commercial products, a VPAT must be submitted and approved prior to the deployment and use of EIT. DDOE reserves the right to request an updated VPAT if vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. A sample VPAT template is found here: <https://www.itic.org/policy/accessibility/vpat>.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, vendor may submit an exception request for the specific accessibility criteria indicating the reason accessibility compliance cannot be met or the vendor shall, at its expense and option either (1) modify it to conform, or (2) provide a mechanism for equally effective alternative access. In the case of (2), vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Department. A sample EEAAP template is available upon request. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by vendor's failure to ensure compliance with the Department's published accessibility standards.

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

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

3.5 Prior to performing any work under this Agreement, VENDOR and VENDOR's employees and agents shall submit to any criminal history or other background checks that may be requested by DDOE. DDOE may refuse access to any DDOE facility or to any sensitive information possessed or controlled by DDOE for any person whose criminal history or background check results are not acceptable to DDOE, in its sole and absolute discretion. The positions anticipated include:

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

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

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

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

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

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

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

Pursuant to 31 *Del. C. §309*, any vendor, employee or contractor of a vendor, or independent contractor, that, as a result of this solicitation has regular direct access to children, or provides services directly to a child or children, must complete a background check. This mandatory check will consist of a fingerprinted Delaware and national background check completed by the State Bureau of Identification (SBI) and the Federal Bureau of Investigation (FBI) as well as a Child Protection Registry check completed by the Department of Services for Children, Youth and Their Families (DSCYF). No work can begin until these requirements have been successfully met.

3.13 By signing this contract, any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors certify they are not currently debarred or suspended by another governmental entity.

If placed on any debarment or suspension list, VENDOR must immediately notify the Delaware Department of Education.

4. Time Schedule.

4.1 A project schedule is included in Appendix A.

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

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

5. State Responsibilities.

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

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

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

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

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

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

VENDOR shall return any original data provided by DDOE.

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

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

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

6. Work Product.

Applicable provision will be checked.

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

6.2 [Reserved]

OR:

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

6.3 [Reserved]

OR:

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

6.4 [Reserved]

OR:

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

7. Confidential Information.

To the extent permissible under 29 *Del. C.* § 10001-10007, and as required by 11 *Del. C.* § 4322 and other state and federal laws pertaining to confidentiality the parties to this Agreement shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Agreement.

8. Warranty.

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

8.2 Third-party products within the scope of this Agreement are warranted solely under the terms and conditions of the licenses or other agreements by which such products are governed. With respect to all third-party products and services purchased by VENDOR for DDOE in connection with the provision of the Services, VENDOR shall pass through or assign to DDOE the rights VENDOR obtains from the manufacturers and/or vendors of such products and services (including warranty and indemnification rights), all to the extent that such rights are assignable.

9. Indemnification; Limitation of Liability.

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

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

10. Employees.

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

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

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

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

11. Independent Contractor.

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

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

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

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

12. Dispute Resolution.

12.1 At the option of the parties, they shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

12.2 If the matter is not resolved by negotiation, as outlined above, or, alternatively, the parties elect to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to a mediator selected by the parties. If the matter is not resolved through mediation, it may be submitted for arbitration or litigation. The Agency reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by State of Delaware law, and jurisdiction and venue shall be in the State of Delaware. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

13. Remedies.

13.1 Except as otherwise provided in this Agreement, including but not limited to Section 12 above, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this Agreement, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

14. Suspension.

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

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

15. Termination.

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

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

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

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

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

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

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

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

15.6 Gratuities.

- a. DDOE may, by written notice to VENDOR, terminate this Agreement if it is found after notice and hearing by DDOE that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by VENDOR or any agent or representative of VENDOR to any officer or employee of DDOE with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
- b. In the event this Agreement is terminated as provided in 15.6.a. hereof, DDOE shall be entitled to pursue the same remedies against VENDOR it could pursue in the event of a breach of this Agreement by VENDOR.
- c. The rights and remedies of DDOE provided in Section 15.6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

16. Severability.

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

17. Assignment; Subcontracts.

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

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

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

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

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

18. Force Majeure.

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

19. Non-Appropriation of Funds.

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

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

20. State of Delaware Business License.

VENDOR and all subcontractors represent that they are properly licensed and authorized to transact business in the State of Delaware as provided in 30 *Del. C.* § 2502.

21. Complete Agreement.

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

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

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

22. Global Interoperability Standards

DDOE advocates adoption by all suppliers of applicable open interoperability standards provided by the 1EdTech, the Ed-Fi Alliance (Ed-Fi) and the Common Education Data Standards (CEDS) project in order to enable safe, flexible and rapid integrations. The aforementioned standards are evolving under the governance of member organizations, which includes a majority of leading educational technology suppliers. The paragraph below describes VENDOR agreement to implement, certify, and stay current with the latest releases of these standards, so that DDOE is not required to communicate on a standard-by-standard basis the availability and requirement to adopt these standards. The change testing and certification process ensures that any modifications made to the published data

from the DDOE are thoroughly assessed for compatibility and functionality within the DDOE provided testing environment before deployment or implementation to mitigate any interruptions to service.

VENDOR agrees that all products DDOE purchases will become certified as compliant with any final version of the aforementioned interoperability standards that are applicable to the products procured within six (6) months of the public release of each standard (or a specific later date if mutually agreed to by the parties), provided that: (a) the proposed modifications to the Product would not create a security, privacy or accessibility compromise; (b) the standard can be implemented with approximately the same amount of development resource as integration approaches of similar scope and thus does not create an undue financial burden on VENDOR; and (c) several other institutions (by direct referral) comparable to DDOE agree that the modifications necessary to the purchased product are desirable. At a minimum, **Error! Reference source not found.** agrees to complete an annual technology roadmap session with DDOE.

VENDOR is required to test any major data modifications communicated from the DDOE and published to the aforementioned interoperability standards in the DDOE provided testing environment and certify in writing results of testing. This testing process ensures that any modifications made to the data from the DDOE and published to Ed-Fi are thoroughly assessed for compatibility and functionality within the DDOE provided testing environment before deployment or implementation.

23. Single Sign-On Requirements

All software system applications that use authentication must integrate with the DDOE's Single Sign-On Solution and provide management of user authorization roles within their application. Integration, implementation, and maintenance must be at the expense of VENDOR and at no additional cost to the DDOE.

24. Data Privacy, Ownership and Protection Information

24.1 VENDOR shall adhere to the mandates of federal, state, and local ordinances and statutes, and DDOE policy and regulations, including, but not limited to Family Educational Rights and Privacy Act (FERPA), Children's Online Privacy Protection Act of 1998 (COPPA), and 15 U.S.C. 6501–6505, with regard to the protection of state data made available by DDOE.

24.2 VENDOR shall carefully select the personnel entrusted with the state data, inform them about all of the legal aspects of state data protection, and oblige them to preserve data secrecy. The obligation shall be made on record and evidence of this shall be provided to DDOE upon its request.

24.3 VENDOR shall encrypt all non-public data in transit, regardless of transit mechanism. For engagements where the VENDOR stores Personally Identifiable Information (PII) or other sensitive, confidential information, it shall encrypt this non-public data at rest. The VENDOR's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in FIPS140-2 and subsequent security requirements guidelines. The VENDOR and State of Delaware will negotiate mutually acceptable key location and key management details. Should the VENDOR not be able to provide encryption at rest, it must maintain cyber security liability insurance coverage for the duration of the contract. Coverage must meet the State of Delaware's standard in accordance with the Terms and Conditions Governing Cloud Services policy.

24.4 Upon DDOE's request or at the latest, upon expiration of the Agreement, VENDOR will account for and return all State data in all of its forms, disk, CD / DVD, tape, paper, for example. At no time shall any data or processes that either belong to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by the VENDOR.

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When required by the State of Delaware, the VENDOR shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods. The VENDOR shall provide written [certificates of destruction](#) to the State of Delaware.

24.5 The VENDOR must notify the State of Delaware immediately of any incident resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. If data is not encrypted, Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delawareans' Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services policy) by VENDOR or its subcontractors. The VENDOR will provide notification to persons whose information was breached without unreasonable delay but not later than 60 days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the VENDOR or its contractors be liable for the breach, the VENDOR shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State of Delaware shall not agree to any limitation on liability that relieves the VENDOR or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a VENDOR harmless.

24.6 DDOE or its designee may monitor VENDOR's compliance with the Agreement as it relates to state data protection. Such monitoring shall only be available upon the receiver of the state data executing a non-disclosure agreement. Additionally, DDOE agrees it will only request additional monitoring if the third-party assessment (ISO/IEC 27001 certification) fails to provide satisfaction of compliance with the Agreement.

24.7 VENDOR must provide clear notice to DDOE before making any material changes to VENDOR's privacy policy.

24.8 DDOE shall be entitled to timely access state data and correct state data held by VENDOR that is factually incorrect in response to a parent/guardian request.

24.9 VENDOR can only utilize the state data for the purposes specifically authorized by DDOE and cannot set up a personal profile of a student unless to support purposes authorized by DDOE.

24.10 VENDOR cannot sell state data or use/share state data for targeted advertising to students.

24.11 VENDOR cannot re-disclose state data to sub-contractors, partners, or other third parties unless expressly authorized by DDOE and subcontractors, partners, or other third parties agree to DDOE's Terms of Use.

24.12 DDOE's confidential information, as provided in Paragraph 7 of this Agreement, and all other confidential information and state data relating to DDOE's business are DDOE's exclusive property, and VENDOR therefore agrees that:

- a. All notes, state data, reference materials, sketches, drawings, memoranda, disks, documentation and records in any way incorporating or reflecting any of the Confidential Information and all proprietary rights in the Confidential Information, including copyrights, trade secrets and patents shall belong exclusively to DDOE;

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- b. At all times while this Agreement is in effect, VENDOR will keep secret and will not disclose to any third party, take or misuse any of DDOE's Confidential Information, or any other confidential information VENDOR acquires or has access to because of its provision of services;
- c. At all times while this Agreement is in effect, VENDOR will not use or seek to use any of DDOE's Confidential Information for VENDOR's own benefit or for the benefit of any other person or business or in any way adverse to DDOE's interests;
- d. On DDOE's request or on termination of this Agreement, VENDOR will return to DDOE all its property, specifically including all documents, disks or other computer media or other materials in VENDOR's possession or control that contain any of DDOE's Confidential Information;
- e. After termination of this Agreement, VENDOR will preserve the secrecy of and will not disclose directly or indirectly to any other person or business any of DDOE's Confidential Information; and
- f. VENDOR will advise DDOE of any unauthorized disclosure or use of DDOE's Confidential Information by any person or entity.

24.13 The State's data ("state data," which will be treated by VENDOR as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Agreement Activities; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Agreement Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("PHI") collected, used, processed, stored, or generated as the result of the Agreement Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Agreement.

24.14 VENDOR is provided a limited license to state data for the sole and exclusive purpose of providing the Agreement Activities, including a license to collect, process, store, generate, and display state data only to the extent necessary in the provision of the Agreement Activities. VENDOR must: (a) keep and maintain state data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose state data solely and exclusively for the purpose of providing the Agreement Activities, such use and disclosure being in accordance with this Agreement, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available state data for VENDOR's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Agreement.

24.15 As per the Delaware Department of Technology and Information, VENDOR shall agree to the following provisions:

- a. The State of Delaware shall own all right, title and interest in its state data that is related to the services provided by this Agreement. VENDOR shall not access State of Delaware User accounts, or State of Delaware Data, except (i) in the course of state data center operations, (ii) response to service or technical issues, (iii) as required by

the express terms of this Agreement, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.

- b. Protection of personal privacy and sensitive state data shall be an integral part of the business activities of VENDOR to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. To this end, VENDOR shall safeguard the confidentiality, integrity, and availability of State information and comply with the following conditions:
 - i. All information obtained by VENDOR under this Agreement shall become and remain property of the State of Delaware.
 - ii. At no time shall any state data or processes which either belongs to or are intended for the use of State of Delaware or its officers, agents, or employees, be copied, disclosed, or retained by VENDOR or any party related to VENDOR for subsequent use in any transaction that does not include the State of Delaware.

24.16 Upon completion of this agreement, if requested, all state data will be returned in an agreed upon format that is predetermined at Agreement signing.

24.17 If the procured product is part of an acquisition or sold off, at the request of DDOE, the Agreement will be considered null and void.

25. Miscellaneous Provisions.

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

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

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

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

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

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

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

25.8 VENDOR shall maintain all public records, as defined by 29 *Del. C.* § 502(1), relating to this Agreement and its deliverables for the time and in the manner specified by the Delaware Division of Archives, pursuant to the Delaware Public Records Law, 29 *Del. C.* Ch. 5. During the term of this Agreement, authorized representatives of DDOE may inspect or audit VENDOR's performance and records pertaining to this Agreement.

25.9 The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

26. Insurance.

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, **and**
- b. Commercial General Liability - \$1,000,000 per person/\$3,000,000 per occurrence, **and**
- c. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to VENDOR pursuant to this Agreement as well as all units used by VENDOR, regardless of the identity of the registered owner, used by VENDOR for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 - 1. \$1,000,000 combined single limit each accident, for bodily injury;
 - 2. \$250,000 for property damage to others;
 - 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 - 4. \$25,000 per person, \$300,000 per accident Personal Injury Protection (PIP) benefits as provided for in 21 *Del. C.* § 2118; and
 - 5. Comprehensive coverage for all leased vehicles, which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

The successful vendor must carry at least one of the following depending on the scope of work being performed.

- a. Medical/Professional Liability - \$1,000,000 per person/\$3,000,000 per occurrence, or
- b. Miscellaneous Errors and Omissions - \$1,000,000 per person/\$3,000,000 per occurrence, or
- c. Product Liability - \$1,000,000 per occurrence/ \$3,000,000 general aggregate.

STATE OF DELAWARE
Delaware Department of Education

Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

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

Nothing contained herein shall restrict or limit the vendor's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the vendor procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that VENDOR has complied with the terms of this Agreement and has procured insurance coverage for all vehicles leased and/or operated by VENDOR as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

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

27. Assignment of Antitrust Claims.

As consideration for the award and execution of this Agreement by the State, VENDOR hereby grants, conveys, sells, assigns, and transfers to DDOE all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State pursuant to this Agreement. Upon either DDOE's or the VENDOR notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, DDOE and VENDOR shall meet and confer about coordination of representation in such action.

28. Surviving Clauses.

All indemnification obligations imposed and all licenses and assignments of rights granted under this Agreement shall survive termination

29. Governing Law.

This Agreement shall be governed by or construed under the laws of the State of Delaware, without regard to principles of conflict of laws, except where Federal law has precedence. The laws of the State of Delaware shall govern, in whole or in part, any or all of their rights, remedies, liabilities, powers and duties of the parties, either as provided by law or in the manner specified in this Agreement. VENDOR consents to service of process within the State of Delaware.

30. Notices.

STATE OF DELAWARE
Delaware Department of Education

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

CONTRACTOR: VENDOR
DDOE: Associate Secretary, Finance & Operations
 Delaware Department of Education
 John G. Townsend Building
 401 Federal Street, Suite 2
 Dover, DE 19901
 Phone No. (302) 735-4040
 Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Next Page for Signatures.

STATE OF DELAWARE
Delaware Department of Education

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

VENDOR

Delaware Department of Education

(Official of VENDOR)
Project Manager

Associate Secretary, Date
Finance and Operations (or Designee)

Date

Finance Director Initials

(Official of VENDOR)
Principal Investigator

Team Associate Secretary Date

Date

Date _____
Work Group Director
Initials

PERFORMANCE BOND

Bond Number: _____

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____, as principal ("**Principal**"), and _____, a _____ corporation, legally authorized to do business in the State of Delaware, as surety ("**Surety**"), are held and firmly bound unto the _____ ("**Owner**") (*insert State agency name*), in the amount of _____ (\$_____), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20__.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. _____ dated the _____ day of _____, 20__ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

Surety, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

STATE OF DELAWARE
Delaware Department of Education

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Witness

Name

Title

Date

Company Name

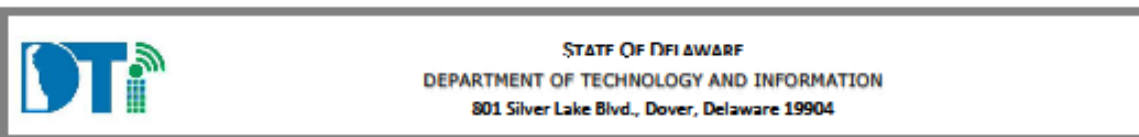
Company Address

SURETY

Witness

Name

Title



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract/Agreement # _____, Appendix _____

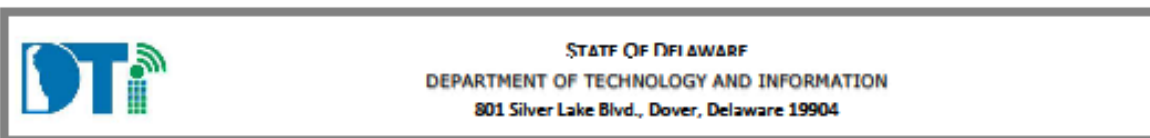
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
1	✓	✓	<p>Data Ownership: The State of Delaware shall own all right, title and interest in its data that is related to the services provided by this contract. The PROVIDER shall not access State of Delaware user accounts, or State of Delaware data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State of Delaware's written request. All information obtained or generated by the PROVIDER under this contract shall become and remain property of the State of Delaware.</p>
2	✓	✓	<p>Data Usage: The PROVIDER shall comply with the following conditions. At no time will any information, belonging to or intended for the State of Delaware, be copied, disclosed, or retained by PROVIDER or any party related to PROVIDER for subsequent use in any transaction. The PROVIDER will take reasonable steps to limit the use of, or disclosure of, and requests for, confidential State data to the minimum necessary to accomplish the intended purpose under this agreement. PROVIDER may not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.</p> <p>Protection of Personally Identifiable Information (PII, as defined in the State's Terms and Conditions Governing Cloud Services and Data Usage Policy), privacy, and sensitive data shall be an integral part of the business activities of the PROVIDER to ensure that there is no inappropriate or unauthorized use of State of Delaware information at any time. The PROVIDER shall safeguard the confidentiality, integrity, and availability of State information. No party related to the PROVIDER or contracted by the PROVIDER may retain any data for subsequent use in any transaction that has not been expressly authorized by the State of Delaware.</p>
3	✓	✓	<p>Termination and Suspension of Service: In the event of termination of the contract, PROVIDER shall implement an orderly return of State of Delaware data in CSV, XML, or another mutually agreeable format. The PROVIDER shall guarantee the subsequent secure disposal of State of Delaware data.</p> <p>a) Suspension of services: During any period of suspension, contract negotiation, or disputes, the PROVIDER shall not take any action to intentionally erase any State of Delaware data.</p> <p>b) Termination of any services or agreement in entirety: In the event of termination of any services or agreement in entirety, the PROVIDER shall not take any action to intentionally erase any State of Delaware data for a period of ninety (90) days after the effective date of the termination. All obligations for protection of State data remain in place and enforceable during this 90-day period. After such 90-day period has expired, the PROVIDER shall have no obligation to maintain or provide any State of Delaware data and shall thereafter, unless legally or contractually prohibited, dispose of all State of Delaware data in its systems or otherwise in its possession. Within this 90-day timeframe, the PROVIDER will continue to secure and back up State of Delaware data covered under the contract.</p> <p>c) Post-Termination Assistance: The State of Delaware shall be entitled to any post-termination assistance generally made available with respect to the Services unless a unique data retrieval arrangement has been established as part of the Service Level Agreement.</p> <p>d) Secure Data Disposal: When non-public data is provided by the State of Delaware, the PROVIDER shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, paper). Data shall be permanently deleted, and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods after ninety (90) days of the contract termination. The PROVIDER shall provide written certificates of destruction to the State of Delaware.</p>

Form Revision Date: 4/14/23

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Delaware Department of Education



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

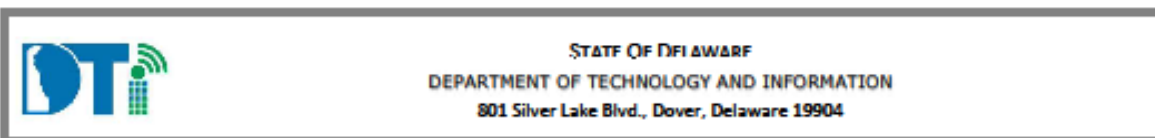
Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data	
4		✓	Data Location: The PROVIDER shall not store, process, or transfer any non-public State of Delaware data outside of the United States, including for back-up and disaster recovery purposes. The PROVIDER will permit its personnel and subcontractors to access State of Delaware data remotely only as required to provide technical or call center support.
5		✓	Encryption: The PROVIDER shall encrypt all non-public data in transit regardless of the transit mechanism. For engagements where the PROVIDER stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. The PROVIDER's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2 Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the PROVIDER cannot offer encryption at rest, they must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach in accordance with the Terms and Conditions Governing Cloud Services and Data Usage Policy .
6		✓	Breach Notification and Recovery: The PROVIDER must notify the State of Delaware at Security@delaware.gov immediately or within 24 hours of any determination of the breach of security as defined in 6 Del. C. §12B-101(2) resulting in the destruction, loss, unauthorized disclosure, or alteration of State of Delaware data. The PROVIDER shall send a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach. The PROVIDER will continue to send any and all reports subsequent to the preliminary written report. The PROVIDER shall meet and confer with representatives of DTI regarding required remedial action in relation to any such data breach without unreasonable delay. If data is not encrypted (see CS3, below), Delaware Code (6 Del. C. §12B-100 et seq.) requires public breach notification of any incident resulting in the loss or unauthorized disclosure of Delaware's Personally Identifiable Information (PII, as defined in Delaware's Terms and Conditions Governing Cloud Services and Data Usage Policy) by PROVIDER or its subcontractors. The PROVIDER will assist and be responsible for all costs to provide notification to persons whose information was breached without unreasonable delay but not later than sixty (60) days after determination of the breach, except 1) when a shorter time is required under federal law; 2) when law enforcement requests a delay; or 3) reasonable diligence did not identify certain residents, in which case notice will be delivered as soon as practicable. All such communication shall be coordinated with the State of Delaware. Should the PROVIDER or its contractors be liable for the breach, the PROVIDER shall bear all costs associated with investigation, response, and recovery from the breach. This includes, but is not limited to, credit monitoring services with a term of at least three (3) years, mailing costs, website, and toll-free telephone call center services. The State will retain all determining authority for breach accountability and responsibility. The State of Delaware shall not agree to any limitation on liability that relieves the PROVIDER or its subcontractors from its own negligence, or to the extent that it creates an obligation on the part of the State to hold a PROVIDER harmless. The PROVIDER shall not issue a media notice without the approval of the State.
7		✓	Background Checks: The PROVIDER must warrant that they will only assign employees and subcontractors who have passed a federally compliant (IRS Pub 1075 2.C.3) criminal background check. The background checks must demonstrate that staff, including subcontractors, utilized to fulfill the obligations of the contract,

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STATE OF DELAWARE
Delaware Department of Education



PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract/Agreement # _____, Appendix _____
between State of Delaware and _____ dated _____

This document shall become part of the final contract.

	Public Data	Non Public Data																						
			have no convictions, pending criminal charges, or civil suits related to any crimes of dishonesty. This includes but is not limited to criminal fraud, or any conviction for any felony or misdemeanor offense for which incarceration for a minimum of one (1) year is an authorized penalty. The PROVIDER shall promote and maintain an awareness of the importance of securing the State's information among the PROVIDER's employees and agents. Failure to obtain and maintain all required criminal history may be deemed a material breach of the contract and grounds for immediate termination and denial of further work with the State of Delaware.																					
8		✓	Security Logs and Reports: The PROVIDER shall allow the State of Delaware access to system security logs that affect this engagement, its data, and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.																					
9		✓	Sub-contractor Flowdown: The PROVIDER shall be responsible for ensuring its subcontractors' compliance with the security requirements stated herein.																					
10		✓	Contract Audit: The PROVIDER shall allow the State of Delaware to audit conformance including contract terms, system security, and data centers, as appropriate. The State of Delaware may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least thirty (30) days advance written notice and shall not unreasonably interfere with the PROVIDER's business. In lieu of performing its own audit, the State may request the results of a third party audit from the PROVIDER or an attestation of compliance.																					
11		✓	<p>Cyber Liability Insurance: An awarded vendor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, prior to execution of a contract, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the awarded vendor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s). Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: [insert appropriate level from the table below]. Should the actual number of PII records exceed the anticipated number, it is the vendor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that vendor fails to obtain sufficient coverage, vendor shall be liable to cover damages up to the required coverage amount.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Level</th> <th>Number of PII records</th> <th>Level of cyber liability insurance required (occurrence = data breach)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-10,000</td> <td>\$2,000,000 per occurrence</td> </tr> <tr> <td>2</td> <td>10,001 – 50,000</td> <td>\$3,000,000 per occurrence</td> </tr> <tr> <td>3</td> <td>50,001 – 100,000</td> <td>\$4,000,000 per occurrence</td> </tr> <tr> <td>4</td> <td>100,001 – 500,000</td> <td>\$15,000,000 per occurrence</td> </tr> <tr> <td>5</td> <td>500,001 – 1,000,000</td> <td>\$30,000,000 per occurrence</td> </tr> <tr> <td>6</td> <td>1,000,001 – 10,000,000</td> <td>\$100,000,000 per occurrence</td> </tr> </tbody> </table>	Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)	1	1-10,000	\$2,000,000 per occurrence	2	10,001 – 50,000	\$3,000,000 per occurrence	3	50,001 – 100,000	\$4,000,000 per occurrence	4	100,001 – 500,000	\$15,000,000 per occurrence	5	500,001 – 1,000,000	\$30,000,000 per occurrence	6	1,000,001 – 10,000,000	\$100,000,000 per occurrence
Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)																						
1	1-10,000	\$2,000,000 per occurrence																						
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4	100,001 – 500,000	\$15,000,000 per occurrence																						
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PUBLIC AND NON-PUBLIC DATA OWNED BY THE STATE OF DELAWARE

State of Delaware Cloud and/or Offsite Hosting Specific Terms and Conditions

Contract/Agreement # _____, Appendix _____

between State of Delaware and _____ dated _____

This document shall become part of the final contract.

The terms of this Agreement shall be incorporated into the aforementioned contract. Any conflict between this Agreement and the aforementioned contract shall be resolved by giving priority to this Agreement. By signing this Agreement, the PROVIDER agrees to abide by the following applicable Terms and Conditions [check one]:

- FOR OFFICIAL USE ONLY 1-3 (Public Data)
 1-11 (Non-Public Data)

Provider Name/Address (print): _____

Provider Authorizing Official Name (print): _____

Provider Authorizing Official Signature: _____

Date: _____

Attachment 11 – DOE TDO Technology Requirements

1	Describe your Release and Maintenance philosophy, management, and principals. Include your major release schedule, minor release schedule, hotfix release standard schedule, release documentation.
2	Describe your managed hosting infrastructure (e.g., hardware, operating systems, network, communications, connectivity, backup, fail-over, disaster recovery components, etc.).
3	Provide assurance that SAAS Solutions maintain an independent Tenant for the state's use.
4	Provide evidence of IPS signatures and events being maintained, which may be requested by the state for validation.
5	Describe your managed hosting services (e.g., software and hardware installation, updating, patch application, monitoring, tuning, disaster recovery and backup support, emergency and planned network, system, application maintenance, etc.).
6	Provide assurance all fully patched operating systems with 3 rd party applications are included in patch assessment and patch application.
7	Provide a description of active services such as web services and hardening standards.
8	Provide assurance of a comprehensive next generation endpoint security solution with machine learning capable anti-malware, abnormal detection, file integrity monitoring, log file monitoring, host-based intrusion detection, and file reputation scanning.
9	Provide assurance of auditing on hosts capturing all security related activities, the environment must maintain event logs for up to 7 years.
10	Provide assurance access to application data noted as restricted to only authorized database administrators.
11	Describe support for authentication (OAUTH2, OpenIDC, SAML 2.0).
12	Provide assurance of all internet facing web front-end servers are protected with an enterprise web application firewall with protections to include the OWASP Top 10, Botnets, DDoS and application virtual patching.
13	Provide assurance that application communications from users and across components of the application are encrypted.
14	Provide assurance that application security related events like logins, changes and administrator activities are logged and reviewed for malicious or abnormal activity.
15	Provide assurance that application undergoes application code scans at least yearly and before any changes are loaded into production.
16	Provide assurance that application undergoes dynamic application scans at least yearly and after any changes are loaded into production.
17	Provide assurance that the system sends a notification to the System Administrator regarding which releases of 3 rd party software are known to create problems with the current version of the vendor software within 24 hours of the update announcement.
18	Provide a description of your approach to installation and configuration of all software, hardware, and cloud services necessary to provide a complete working environment to meet the initial performance requirements of the centralized web and mobile user interface, integration with State of Delaware Master Data Management, and integration with Customer Agency applications. Additionally, to the extent that cloud computing is used in your solution, explain how your solution will utilize, configure, maintain, and update cloud computing resources.
19	Provide a description of your approach to providing post deployment ongoing support, maintenance, and upgrades.
20	Provide a description of your approach to day-to-day operations, maintenance, and administration of the centralized web and mobile user interface. The platform shall operate 24 hours per day every day of the year. Operations include customer service, facilities, hardware, networking, security, performance monitoring, and problem resolution. Maintenance includes keeping all off-

STATE OF DELAWARE
Delaware Department of Education

	the-shelf software on current releases and keeping the development environment on mainstream industry and State accepted standards. Administration includes all financial, record keeping, reporting, and management aspects of the platform.
21	Provide a description of the usability and compatibility of your solution across internet browsers, devices, and assistive technologies, including desktop and mobile devices supporting all major operating systems, and all major browsers including current and recent versions of Microsoft Edge, Google Chrome, Mozilla Firefox, and Safari. Include any applicable VPAT or similar assessments of accessibility of existing technologies and plans to verify usability of solutions while in development and once ready for deployment.
22	Provide a description of any 3 rd party certificates of audit certifying on a recurring basis including but not limited to any of the following: <ul style="list-style-type: none"> • Internal Revenue Service Publication 1075 Compliance • NIST 800-53 • CSA STAR – Cloud Security Alliance – Security, Trust & Assurance Registry • Federal Risk and Authorization Management Program (FedRAMP) certification for a System hosted in a cloud environment • PCI DSS Compliance • Health and Human Services Health Insurance Portability and Accountability Act (HIPAA) Compliance
23	Provide a description on how the system complies with or provides assistance with: <ul style="list-style-type: none"> • Family Educational Rights and Privacy Act (FERPA) • Children’s Internet Protection Act (CIPA) • Children’s Online Privacy Protection Rule (COPPA) • Delaware’s Enterprise Cloud Services and Data Usage Policy
24	Provide assurance of firewall or other next generation network logical control systems separate the layers in the architecture.
25	Provide assurance firewall rules are justified, documented, and specific to meet application needs.
26	Provide assurance that all database systems must be encrypted beyond the default host level encryption.
27	Provide assurance that all API integration for state data must traverse a state API gateway with OWASP top-10 and XML security protection.
28	Provide assurance all source network IPs, client certificates, and database queries must be authenticated and validated.
29	Provide assurance that all default Database credentials will be reset and disabled.
30	Provide assurance that unique database access credentials will be established for all users.
31	Provide assurance the Vendor has a comprehensive security incident detection and response program with: <ul style="list-style-type: none"> • Log Collection, correlation and threat intelligence • 24x7, 365 active security event monitoring and attack response • Compliance aligned log retention • Copies of raw logs and threat events available upon request this may include log forwarding to Security Incident and Event Management (SIEM) system
32	Provide assurance system vulnerability scans are performed and remediated at least quarterly. The state may request summaries of all assessments performed against the environment.
33	Provide assurance the system undergoes external penetration testing at least yearly. The state may request summaries of testing performed against the environment.
34	Provide assurance the system can run on mobile devices using the State's Mobile Device encryption protocols.
35	Provide assurance the system is a highly available, fully web-based system, and utilizes a standard web browser for its user interface with at least 256-bit encryption.

STATE OF DELAWARE
Delaware Department of Education

36	Provide assurance the system utilizes a scalable, industry-standard relational database management system (RDBMS), preferably an enterprise-proven SQL database system that supports real-time user access to critical data.
37	Provide assurance the system utilizes a single, highly available, centralized relational database management system (RDBMS) for all schools within the district.
38	Provide assurance the system relational database management system (RDBMS) includes integrated data backup and recovery tools and is flexible enough to allow recoverability of old databases (pre-rollover database copies).
39	Provide assurance the system relational database management system (RDBMS) includes the use of multiple online log files for data recovery, rollback capabilities, and auditing.
40	Provide assurance the system relational database management system (RDBMS) should enable locking of records to prohibit simultaneous updating by multiple users while still allowing multiple users to view the record.
41	Provide assurance the system utilizes a three-tier architecture or n-tier application model that separates processing into discreet tiers that have a clear separation between the various tiers for distribution between the client and the system.
42	Provide assurance the system can support horizontal scaling to accommodate growth and workloads.
43	Provide assurance the system can support vertical scaling to accommodate growth and workloads.
44	List the programming languages the system is based on.
45	Provide assurance the system supports the use of non-production environment(s) with documented procedures on replicating data from the production instance to the non-production environment(s).
46	Provide assurance the system supports all major browsers (Edge, Firefox, Chrome, Safari) without the need for ANY browser 'plug-ins'.
47	Provide assurance the system must allow 'back end' access to the database using SQL Developer Tools, ODBC, JDBC.
48	Provide assurance the system supports true mobile apps across both Android and iOS mobile devices. Mobile functionality must include adaptive design.
49	Provide assurance the system is fully compatible for end user access across both MacOS and Microsoft Windows based platforms.
50	Provide assurance the hosted system datacenter utilizes isolated-parallel (IP) UPS topology for power protection.
51	Provide assurance the hosted system datacenter complies with ASHRAE standards for temperature and humidity levels.
52	Provide assurance the hosted system datacenter utilizes a Tier 1 Carrier Internet backbone with a minimum 10 Gigabit Ethernet connection for Internet connectivity.
53	Provide assurance the hosted system datacenter utilizes a minimum combination of biometric scanners and card readers for physical access to the systems' infrastructure.
54	Provide assurance the hosted system datacenter utilizes 24x7x365 internal and external CCTV video surveillance that includes a minimum 90-day video retention policy.
55	Provide assurance the hosted system incorporates XTS-AES at least 256-bit data-at-rest encryption to protect data confidentially.
56	Provide assurance the hosted system incorporates CA (signed) certificates with SHA-2 format a minimum of 256 bits.
57	Provide assurance the hosted system utilizes next-generation firewall (NGFW) technology with intrusion detection system (IDS).
58	Provide assurance the hosted system utilizes Distributed Denial of Service (DDoS) prevention and mitigation technologies at the perimeter edge network.
59	Provide assurance the hosted system utilizes redundant backup levels that incorporate daily full backups stored offsite with a minimum 30-day retention policy.

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60	Provide assurance the hosted system maintains multiple online log files across multiple redundant disks / SAN LUNs.
61	Provide assurance the hosted system has a Disaster Recovery plan with an offsite recovery location and a Data Continuity plan listing the Recovery Point Objective (RPO) in the event the primary systems become unavailable or unresponsive.
62	Provide assurance the hosted system supports a unique and secured instance of the system per district that is completely isolated from other district systems.
63	Provide assurance the hosted system will sustain 99.9% availability outside of planned outages for maintenance.
64	Provide assurance the system support configuration and usage of a State of Delaware outbound proxy system (wwwproxy.k12.de.us:8080)
65	Provide assurance (if proposed) the hosted on-premises solution must be installable on Windows Server 2019 or Windows Server Virtual Machines (VMWare ESXi) or via VMware OVF Appliance and can integrate with Delaware's cloud-based Student Information System. Docker or Kubernetes are not supported at this time.
66	Provide assurance the proposed solution's RDBMS is Microsoft SQL Server, and the minimum required version should be SQL Server 2019.
67	Describe connectivity and capabilities to transfer data between solution and student database.

Vendor Questionnaire – Delaware Department of Education School Transportation Routing Software RFP

Please respond to the following questions in detail. Responses should be clear, concise, and supported by examples or documentation where applicable. The Delaware Department of Education (DDOE) may contact references or request demonstrations based on your responses. This list is not exhaustive of what is required for the RFP response, but does give specific questions that will aid in evaluating your proposal.

Implementation Experience & Project Management

1. Describe your company's experience implementing statewide or multi-district school transportation routing systems. Include the number of districts served and the scope of each implementation.
2. Provide a detailed implementation timeline and methodology for transitioning all 19 Delaware school districts, including training and data migration.
3. Tell us about a time an implementation did not go successfully. How did your company overcome the challenges, and what did you learn from the experience? Would we be able to contact that client?
4. How does your company ensure consistency and quality across multiple district implementations happening simultaneously?

Software Capabilities

5. Describe how your software supports routing for both regular and special education students, including multi-tiered routing and shuttle services.
6. Explain how your system integrates with Infinite Campus, including bi-directional data exchange and support for program codes and transportation flags.
7. Detail the mapping capabilities of your system, including support for district boundaries, feeder patterns, walk zones, and neighboring state roads.
8. Describe your optimization tools for routes, stops, fleet usage, and scenario planning. Include examples of how districts have used these tools to improve efficiency.
9. Explain how your system supports manual stop range assignments and how it allows districts to override automated stop assignments for safety or operational reasons.
10. Describe how your system supports routing for students attending alternative buildings or special programs, including half-day programs, satellite special education programs, and school choice students.
11. How does your system handle shuttle routing and bell time variations for students attending programs outside their home school?

Student Accommodations

12. How does your system incorporate student transportation accommodations such as wheelchair lifts, monitors, restraints, and alternate pick-up/drop-off addresses?
13. Can your system assign students to appropriate vehicles based on accommodation needs and maintain historical data for student transportation profiles?
14. How does your system support day-specific transportation assignments (e.g., different pick-up/drop-off locations on different days of the week)?

Training & Support

15. Outline your training plan for initial implementation, including onsite and virtual sessions. How do you ensure all district staff are adequately trained?
16. What resources are available to users after implementation (e.g., training library, help desk, webinars)?
17. How does your company handle onboarding and training for new users who assume transportation responsibilities after initial implementation? Are there additional costs?
18. Do you offer free webinars or refresher training throughout the year? If so, how frequently and on what topics?

Customer Support & Staffing

19. Describe the structure and capacity of your customer support team. How many staff are dedicated to supporting school transportation clients?
20. What are your standard support hours, and do you offer extended support during peak times (e.g., start of school year)?
21. What is your average response time for support tickets? Do you offer guaranteed response times or service level agreements (SLAs)?
22. How do you ensure continuity of support for districts during high-volume periods or emergencies?

Reporting & Compliance

23. Describe the reporting capabilities of your system, including support for Delaware's school bus funding formula and contract mileage calculations.
24. Provide examples of standard and custom reports available to districts. How can users create ad hoc reports?
25. How does your system support compliance with FERPA, COPPA, and other data privacy regulations?

References & Experience

26. Provide at least three references from school districts or state agencies where your routing software has been implemented. Include contact information, scope of work, and duration of service.
27. Provide the current number of school bus routing software contracts serviced by your company.

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28. Provide the number of scheduled new implementations for school bus routing software for the 2026-2027 school year.
29. Provide how many new implementations school bus routing software implementation occur on average for school bus routing software.

Attachment #13 Extract Layout Requirement and Import Layout Requirement

A. Extract Layout Requirement From: Student Information System (Infinite Campus) To: Student Transportation System

Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
PersonID	Person	personID	Int IDENTITY		
District (LEA)	District	districtID	int	System Administration>Resources > District Info>State District Number	Report State District Number Example: Report 88 for MOT Charter
School Number	School	schoolID	int	System Administration>Resources >School> State School Code	Report State School Code Example: Report 587 for MOT Charter
Student ID	Person	studentnumber	Varchar(15)	Census>People>Demographics> Student StateID Number	Report Student StateID Number
Last Name	Identity	lastname	varchar(50)	Student Information>General	Report Last Name
First Name	Identity	firstname	varchar(50)	Student Information>General	Report First Name
Middle Name	Identity	middlename	varchar(50)	Student Information>General	Report Middle Name
Grade	Enrollment	grade	varchar(4)	Student Information>General>Enrollments >Grade	Report State Grade Level
Birth Date	Identity	birthdate	smalldatetime	Census>People>Demographics>Birth Date	Report MM/DD/YYYY
Gender	Identity	gender	char(1)	Census>People>Demographics>Gender	Report M or F
Ethnicity Code	Identity	raceethnicity	varchar(3)	Student Information>General>Race	Report Race

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Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
Household Phone	Contact	homePhone	varchar(25)	Census>Households>Household Phone	Report Household Phone Number of Primary Household Example: 612-987-1234
Guardian 1 First Name	v_CensusContactSummary	firstName	varchar(50)	Census>People>Relationship>Legal Guardian>First Name	Report First Name of Legal Guardian listed as highest Emergency Priority.
Guardian 1 Last Name	v_CensusContactSummary	lastName	varchar(50)	Census>People>Relationship>Legal Guardian>Last Name	Report Last Name of Legal Guardian listed as highest Emergency Priority.
Guardian 1 Cell	v_CensusContactSummary	cellPhone	varchar(25)	Census>People>Demographics>Cell Phone	Report Cell Phone number of Legal Guardian 1. If no Cell listed, then report Other Phone. If no Other Phone, then report Work Phone.
Relationship of Guardian 1	v_CensusContactSummary	name	Varchar(100)	Census>People>Relationship	Report Relationship of Guardian 1 Example: Mother

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Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
Guardian 2 First Name	v_CensusContactSummary	firstname	varchar(50)	Census>People>Relationship>Legal Guardian>First Name	Report First Name of Legal Guardian listed as 2 nd highest Emergency Priority.
Guardian 2 Last Name	v_CensusContactSummary	lastname	varchar(50)	Census>People>Relationship>Legal Guardian>Last Name	Report Last Name of Legal Guardian listed as highest Emergency Priority.
Guardian 2 Cell	v_CensusContactSummary	cellPhone	varchar(25)	Census>People>Demographics>Cell Phone	Report Cell Phone number of Legal Guardian 2. If no Cell listed, then report Other Phone. If no Other Phone, then report Work Phone.
Relationship of Guardian 2	V_CensusContactSummary	name	Varchar(100)	Census>People>Relationship	Report Relationship of Guardian 2 Example: Father
SPED Active	Enrollment	specialEdStatus	Varchar(5)	Student Information>General>Enrollments>SpEd Fields>Special Ed Status	Report Status Example: "Inactive" or "Active"

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Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
SPED Disability	Enrollment	disability1 disability2 disability3 disability4 disability5	varchar(15)	Student Information>General>Enrollments>SpEd Fields>Primary Disability	Report Disability 1 as the primary disability Example: "Speech or Language Impairment"
Legal Flag Description	V_program participation Flags	programparticipationdescription	varchar	Student Information>General>Flags	Report User Warning for flags that have not reached an end date. Example: Guardianship protective order details.
Medical Flag Description	V_program participation Flags	programparticipationdescription	varchar	Student Information>General>Flags	Report User Warning for flags that have not reached an end date. Example: Wears Eyeglasses
To School Line 1	Address	Number, Prefix, Street, Tag, Dir		Student Information>General>Transportation>Routes>Transportation Request>Open	Report House Number and Street.
To School Line 1	Address	apt	varchar(17)	Student Information>General>Transportation>Routes>Transportation Request>Open	Report APT if applicable

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Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
To School Line 2	Address	city	varchar(24)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report City
To School Line 3	Address	state	varchar(2)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report State abbreviation Example DE
To School Line 4	Address	zip	varchar(10)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report Zip Code.
To School Line 5	Transportationrequestdetail		boolean	Student Information>General>Transportation >Routes>Transportation Request>Open	Report Days of the Week (Monday thru Friday)
From School Line 1	Address	number street	varchar(12) varchar(30)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report House Number and Street.
From School Line 1	Address	apt	varchar(17)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report APT if applicable
From School Line 2	Address	city	varchar(24)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report City
From School Line 3	Address	state	varchar(2)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report State abbreviation Example: DE
From School Line 4	Address	zip	varchar(10)	Student Information>General>Transportation >Routes>Transportation Request>Open	Report Zip Code

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Field Name	Table Name	Column Name	Definition	Infinite Campus Path	Logic
From School Line 5	Transportationrequestdetail		boolean	Student Information>General>Transportation>Routes>Transportation Request>Open	Report Days of the Week (Monday thru Friday)
Route Type Code	Transportationrequestdetail	Route Type Code	varchar(15)	Student Information>General>Transportation>Calendar>Transportation Code	Report Route Type Code Example: 01: Regular
Lift Required	Transportationrequestaccommodation	Value	varchar(15)	Student Information>General>Transportation>Routes>Transportation Request>	Report list delimited with ;
Monitor Required	Transportationrequestaccommodation	Value	varchar(15)	Student Information>General>Transportation>Routes>Transportation Request>	Report list delimited with ;
Restraint Required	Transportationrequestaccommodation	Value	varchar(15)	Student Information>General>Transportation>Routes>Transportation Request>	Report list delimited with ;
Physical Address Line 1	Address	number street	varchar(12) varchar(30)	Census>Contact>Summary	Report Physical Address
Physical Address Line 1	Address	apt	varchar(17)	Census>Contact>Summary	Report APT if applicable
Physical Address City	Address	city	varchar(24)	Census>Contact>Summary	Report City
Physical Address State	Address	state	varchar(2)	Census>Contact>Summary	Report State abbreviation Example DE
Physical Address ZIP	Address	zip	varchar(10)	Census>Contact>Summary	Report Zip Code

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**xvi. Import Layout Requirement From: Student Transportation System
To: Student Information System (Infinite Campus)**

Field Name	Table Name	Column Name	Definition	Logic (Mapping)
District	District	districtID	Int	District_Code
Student Number	Person	studentnumber	varchar(15)	StudentID
Last Name	Identity	lastName	varchar(50)	Last_Name
First Name	Identity	firstName	varchar(50)	First_Name
Transportation Eligible	Transportation Student Detail	value	Varchar(256)	Pickup_Elig
Pick-up Location	Transportation Student Detail	Pickuplocation	Varchar(120)	AM_Stop
Pick-up Time	Transportation Student Detail	Pickuptime	time	AM_Stop_Time
Bus Number	Transportation Bus	busID	Varchar(10)	AM_Bus
Transportation Eligible	Transportation Student Detail	value	Varchar(256)	Delivery_Elig
Drop-off Location	Transportation Student Detail	Dropofflocation	Varchar(120)	PM_Stop
Drop-off Time	Transportation Student Detail	dropofftime	time	PM_Stop_Time
Bus Number	Transportation Bus	busID	Varchar(10)	PM_Bus

Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS

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

1. Transmittal Letter as specified on page 1 of the Request for Proposal including an Applicant's experience, if any, providing similar services.
2. The remaining vendor proposal package shall identify how the vendor proposes meeting the contract requirements and shall include pricing. Vendors are encouraged to review the Evaluation criteria identified to see how the proposals will be scored and verify that the response has sufficient documentation to support each criteria listed.
3. Pricing as identified in the solicitation
4. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). Bid marked "ORIGINAL", **MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK** . All other copies may have reproduced or copied signatures – Form must be included.
5. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
6. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential – Form must be included.
7. One (1) completed Business Reference form (See Attachment 5) – please provide references other than State of Delaware contacts – Form must be included.
8. One (1) complete and signed copy of the Subcontractor Information Form (See Attachment 6) for each subcontractor – only provide if applicable.
9. Attachment 10 – Delaware Terms and Conditions Governing Cloud Services and Data Usage Agreement Form
10. Attachment 11 – DDOE TDO Technology Requirements Form
11. Attachment 12- DDOE Vendor Questionnaire
12. Appendix C- RFP Price Submission
13. Appendix D- Optional Add-On Technology Price Submission

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

Vendors shall provide proposal packages in the following formats:

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

Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS

Districts Overview

- The chart provided outlines the school district's information based on 24-25 school year data approximations. This is to help illustrate the scope and size of each district for the transition process.
- Seventeen of the nineteen school districts currently use the contracted statewide routing system to meet their routing needs. Laurel School District & Delmar School District are the two exceptions and are not currently using any form of routing system for their routing needs.
 - Laurel School District would be expected to complete training and implementation along with the other seventeen school districts to be fully operational for the 2026-2027 school year routing cycle.
 - Delmar School District is a small, unique school district, as this school district is split across both Delaware and Maryland. Students residing in Delaware for K-5th grade attend school in Maryland, and student information is stored in Maryland's student information system (Aspen SIS), but the Delaware side is responsible for transportation. Students in 6-12th grade attend Delmar Middle & High School, which is in Delaware, and students are within the Delaware student information system (Infinite Campus). The Delaware Department of Education would like to explore with the vendor how student information from both systems could flow to conduct routing needs. This would also require commitment from both districts for data sharing. Delmar's timeline for implementation would be the earliest for the 2027-2028 school year.
- Two school districts provide charter school transportation for charter schools in their areas. This will require the ability for those districts to receive two student data imports and exports, one from their student information system and one from the Charter School for which they are providing service. All districts in Delaware, including charters, operate using Infinite Campus as their student information system.
 - Red Clay Consolidated School District provides transportation for the Charter School of Wilmington.

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- Caesar Rodney School District provides transportation for the Positive Outcomes Charter School.
- Christina School District has two schools that provide statewide services for special education programming in their Delaware School for the Deaf and Statewide Autism Program. This requires a statewide transportation map for the Christina School District.
- Eight districts oversee a countywide special education school, which requires the district to provide transportation countywide routing.
 - Caesar Rodney School District- John S. Charlton School
 - Cape Henlopen School District- Sussex Consortium
 - Capital School District – Kent County Community Schools
 - Christina School District- Reach & Options Schools
 - Colonial School District- John S. Leach School
 - Indian River School District- Howard T. Ennis School
 - Red Clay Consolidated School District- Meadowood & First State School
 - Seaford School District- Sussex Orthopedic School
- Fourteen of the nineteen districts currently use WheresTheBus GPS and/or Tablets for their transportation system. This is currently an individual district decision to contract and fund this software. The new vendor must be able to fully integrate with WheresTheBus GPS and/or Tablets, so districts can continue using the services they have invested in, if the district elects to do so.
 - **WherestheBus GPS and Tablet Use**
 - Brandywine School District
 - Christina School District
 - Colonial School District
 - Indian River School District
 - New Castle Vocational School District
 - Red Clay Consolidated School District
 - **WherestheBus GPS Use**
 - Caesar Rodney School District
 - Cape Henlopen School District
 - Capital School District
 - Lake Forest School District
 - Polytech School District
 - Seaford School District
 - Smyrna School District
 - Woodbridge School District

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- Fourteen school districts provide Extended School Year and 12-month transportation services in the summer. These districts will need to be trained and prepared to start summer transportation routing under the successful vendor in May 2026.
 - Appoquinimink School District
 - Brandywine School District
 - Caesar Rodney School District
 - Cape Henlopen School District
 - Capital School District
 - Christina School District
 - Colonial School District
 - Indian River School District
 - Lake Forest School District
 - Milford School District
 - Red Clay Consolidated School District
 - Seaford School District
 - Smyrna School District
 - Woodbridge School District

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**School District Enrollment and Routing Data Approximations using 24-25 School Year
Data**

Districts	Total Enrollment	Total Transported +/-	Total Schools +/-	Number of Vehicles +/-	Number of Garages +/-	Total Routes +/-	Total Middays +/-
Appoquinimink School District	12,897	10,752	21	108	6	259	11
Brandywine School District	10,349	7,013	17	65	1	170	5
Caesar Rodney School District	8,348	7,500	15	109	4	148	7
Cape Henlopen School District	6,654	5,900	11	90	9	128	6
Capital School District	6,491	4,980	13	79	3	142	19
Christina School District	13,162	10,000	30	209	12	419	22
Colonial School District	8,575	6,585	14	94	5	219	10
Delmar School District	1,445	749	2	14	3	18	0
Indian River School District	10,753	9,000	15	166	25	267	13
Lake Forest School District	3,727	3,382	7	55	13	85	4
Laurel School District	2,544	2,262	5	35	10	50	3
Milford School District	4,523	3,364	7	61	9	102	6
New Castle County Vo-Tech	4,853	4,162	4	103	7	103	0
Polytech School District	1,228	1,018	1	25	9	25	0
Red Clay Consolidated School District	14,444	11,632	30	129	3	356	11
Seaford School District	3,665	3,599	6	43	9	103	0
Smyrna School District	5,887	4,177	8	54	6	121	3
Sussex Tech School District	1,341	1,323	1	33	13	33	0
Woodbridge School District	2,577	2,283	5	36	9	67	6

System Requirements

System Request

The Delaware Department of Education (DDOE) is seeking proposals from qualified vendors with extensive experience, implementation experience, and capacity to provide a comprehensive, cloud-based computer routing software solution. This software will support the efficient planning, management, and communication of student transportation services across the state.

The proposed solution must include robust routing capabilities and offer secure, role-based access to various stakeholders, including:

- View-only access for schools to monitor and review student transportation assignments. Including the ability to locate students' bus stops and school of attendance.
- View/print access for school bus contractors to manage and view their assigned student rosters and see student route change assignments.
- Parent Portal to facilitate communication between the transportation department and families, providing real-time updates and relevant route information or changes.

The Department is committed to enhancing the safety, efficiency, and transparency of student transportation. Therefore, the selected vendor must demonstrate experience in deploying scalable, user-friendly, and secure cloud-based routing systems that meet the needs of our public-school districts.

This RFP outlines the functional requirements, technical specifications, and evaluation criteria that will guide the selection process. Vendors are encouraged to submit proposals that reflect innovative approaches, proven performance, and commitment to customer support and continuous improvement.

Add-On Optional Technology Request

The DDOE and local districts would like to explore additional software technology that vendors provide, which would enhance the safety, efficiency, and transparency of student transportation across Delaware. These are optional add-ons, either awarded by the state or implemented by local districts in the future. These add-on options are not guaranteed awards and are contingent upon the availability of funding and administration approval. Additionally, any add-ons awarded will not be implemented until a mutually agreeable date after the routing software implementation has been completed. Vendors are encouraged to provide in their response options that they feel would meet the needs of the State and Districts. A list of technologies is illustrated below, but vendors are welcome to provide, in their response, additional technologies not listed if they perceive them as potential value for improvement.

- Field/Activity Trip Scheduling Management Software
- Fleet Maintenance Management Software for the twelve district operations (Appoquinimink, Brandywine, Caesar Rodney, Cape Henlopen, Capital, Christina,

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Colonial, Indian River, New Castle Vo-Tech, Red Clay Consolidated, Seaford, and
Smyrna School District

- School Bus GPS Systems with Parent App Tracking Ability
- School Bus Tablets with routing information and any additional options.
- School Bus Ridership Tracking Technology

Implementation Plan

- **Projected Timeline**

DDOE requests that vendors provide a detailed implementation plan in their response, including the composition and experience of the implementation team, assignments, and a proposed timeline. Below outlines the DDOE's vision for an implementation timeline.

DDOE anticipated implementation timeline would start in February 2026. The awarded vendor would begin by meeting with the individual districts to review the implementation process and explain how the routing system methodology works. This will enable districts to ensure that any routing information provided for the new system adheres to the correct methodology and meets the system's intended needs.

From February 2026 to the end of April 2026, the vendor will implement the districts' routing data in the new system, and the districts will begin receiving training for the new system.

May 1, 2026, districts identified earlier in the RFP as needing the ability to conduct summer school routing for Extended School Year and 12-month services will be fully trained and operational to perform routing for their summer school programming data for 2026.

From April 2026 to June 2026, districts will continue implementation and training with the vendor to ensure they are fully operational for their regular school routing needs by July 1, 2026, with the expectation that all districts will be fully operational for routing their 2026-2027 school year data.

- **Implementation of Routing Data**

DDOE requests that vendors provide a detailed plan for transitioning routing data into the new system. The expectation for the implementation is that existing stop data, vehicle data, and route data will be transferred into the new system, allowing districts to focus on training and understanding the new system versus rebuilding all stops and routes, if possible.

Vendors should provide areas that districts should focus on, such as routing data clean-up before implementation, to ensure accurate data is ready and available to be provided to the awarded

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vendor in February 2026. This will enable districts to verify and correct any data provided, ensuring the accurate preparation of information and the proper use of the routing system as intended.

- **Project Team**

DDO requests that vendors provide detailed plans regarding their project teams, including project team experience, assignments, and capacity to transition seventeen existing school districts, as well as a new system implementation for one district, all within the projected district timeline.

- **DDOE Check-in Meetings**

The DDOE project manager and the awarded vendor implementation team will set a minimum of biweekly implementation meetings at a mutually agreed-upon time. These meetings will commence at the start of implementation and continue throughout their duration. Frequency can be increased based on implementation needs.

- **Training**

The vendor will provide the required amount of on-site and virtual training on all aspects of the bus routing software to ensure all staff members are fully trained as part of their proposal. This will include, at a minimum, two onsite training sessions for each district. The awarded vendor and the DDOE project manager can coordinate to determine if in-person training for districts can be combined at locations throughout the state, if the quality of training remains the same for all end-users. A schedule for initial training and supplemental training should be addressed within the proposal.

- Training materials and user manuals must be supplied as part of this proposal.
- The system must be fully working with all system parameters. It is the vendor's responsibility to ensure all the necessary information is obtained before training on the system.
- The cost of travel and expenses for the trainer must be included in the base price of the implementation proposal.
- Provide timely, no-charge, unlimited telephone/virtual support.
- Customer service calls or tickets will have at least an initial resolution communication within two hours.
- Ability to communicate with districts through Zoom or Teams when providing technical support.

Mapping Requirements

The selected vendor shall provide comprehensive mapping products and services as part of a cloud-based school bus routing system. These mapping capabilities must support the efficient planning, optimization, and management of school transportation routes. The mapping products must meet the following specifications:

1. Base Mapping and Geospatial Data

- Provide high-resolution, up-to-date base maps including street-level detail, landmarks, and geographic features.
- Include support for satellite imagery and terrain data where applicable.
- Ensure integration with authoritative geospatial datasets (e.g., local GIS, county road networks, school district boundaries).

2. Address Geocoding and Validation

- Offer accurate geocoding services to convert student addresses into precise geographic coordinates.
- Include address validation tools to detect and correct incomplete or incorrect addresses.
- Support batch geocoding for large datasets.
- Ability to manually add new addresses, roads, etc. between map updates.

3. Routing and Navigation Mapping

- Support turn-by-turn navigation and route optimization based on time, distance, and student load balancing.
- Include customizable routing parameters (e.g., maximum ride time, bus capacity, no-left-turn rules).

4. Map Visualization and User Interface

- Provide interactive, web-based map visualization tools for transportation staff.
- Allow for drag-and-drop route editing and real-time updates.
- Include layers for schools, bus stops, student locations, and transportation zones.

District and Feeder Pattern Boundaries

The system must include geospatial mapping capabilities that support the visualization and integration of school district boundaries and school feeder pattern boundaries. These layers are essential for accurate route planning, student assignment, and transportation zone management.

Required Features:

1. District Boundary Layer

- Must support the import and display of official school district boundary shapefiles or GIS data.
- Boundaries should be clearly delineated and distinguishable from other map features.
- Allow for overlay with student addresses, bus stops, and school locations to ensure compliance with district zoning.

2. Feeder Pattern Boundary Layer

- Must support the creation and visualization of feeder patterns (e.g., elementary to middle to high school progression zones).
- Enable transportation staff to assign students to routes based on feeder pattern logic.
- Support dynamic updates to feeder boundaries as district policies change.

3. Layer Management and Customization

- Provide tools to toggle visibility of boundary layers independently.
- Allow for color-coding, labeling, and filtering of boundary zones.
- Support user-defined boundary creation and editing within the software interface.

4. Integration and Data Import

- Accept standard GIS formats (e.g., shapefile, GeoJSON, KML) for boundary data import.
- Ensure compatibility with district GIS systems and allow for periodic updates.

Point Map

The Student Information System (SIS) utilizes a census file provided by the Delaware Department of Education for address validation. The routing system should be a point-based map to align with the geocoding of validated addresses.

Map System Updates

The DDOE aims to ensure that all districts' maps are regularly updated to reflect new developments, street changes, and updated address data, thereby alleviating the manual burden on school districts. Vendors are to outline their map system updating process and the costs associated with providing districts with at a minimum annual map updates to provide the latest data for accurate routing.

Speed Limits

Vendors are to outline their mapping system's speed limit determination process and any manual procedures for updating speed limits, so districts can receive accurate route times.

Statewide Map & Other Areas

The DDOE is open to vendors providing a response that includes a statewide map to be used by all districts, with their respective boundaries outlined. The proposal should consist of map system updates as described earlier in the RFP.

Many of Delaware's district transportation systems require buses to enter neighboring states to conduct turnarounds for students who live near state boundary lines. Any mapping system will require the map to navigate buses on neighboring roads and on the boarding roads to the State of Delaware. (Maryland and Pennsylvania neighboring streets).

Walk Zones

Vendors' proposal must outline their systems approach to designating school walk zones to identify students who do not receive transportation. The system should have the ability to specify their requested address as a walk zone and determine the student's assignment as a walker within the Student Information System.

Optimization

The proposed School Bus Routing Software must include advanced optimization tools designed to improve the efficiency, safety, and cost-effectiveness of school transportation operations. Vendors must provide detailed descriptions of the optimization capabilities included in their solution, addressing the following areas:

1. Route Optimization

- Describe algorithms used to generate and optimize bus routes (e.g., shortest path, time-based, load balancing).
- Explain how the system accounts for constraints such as maximum ride time, bus capacity, traffic patterns, and road restrictions.
- Indicate whether the system supports automated re-routing in response to changes in student enrollment, address updates, or road conditions.

2. Stop Optimization

- Detail how the software determines optimal bus stop locations based on student clustering, walking distances, and safety considerations.
- Include options for manual override and adjustment of stop locations.

3. Fleet and Resource Optimization

- Describe tools for optimizing bus assignments, driver schedules, and vehicle utilization.
- Indicate whether the system supports multi-tiered routing (e.g., staggered school start times) and shared routes across schools. In addition, any software features that help identify routes that can be multi-tiered or adjusted to become a multi-tier route.

4. Scenario Planning and Simulation

- Provide capabilities for running “what-if” scenarios to evaluate the impact of boundary changes, school openings/closings, or policy adjustments.
- Include visualization tools to compare route efficiency, cost, and coverage across scenarios.

5. Performance Metrics and Reporting

- Describe available analytics and reporting tools to evaluate route efficiency, fuel usage, ride times, and cost savings.
- Include dashboards or visualizations that support data-driven decision-making.

6. Integration with Mapping and GIS Layers

- Explain how optimization tools interact with mapping layers such as district boundaries, feeder patterns, and traffic data.
- Indicate support for real-time data feeds (e.g., GPS, traffic updates) to enhance optimization accuracy.

Student Information System Import/Export

The awarded vendor shall be responsible for establishing and maintaining a bi-directional data exchange with the Delaware Department of Education’s Student Information System (SIS), Infinite Campus. This integration must support secure, automated, and timely data transfer workflows for transportation-related student data. The vendor will be able to connect with each participating Local Education Agency (LEA) Infinite Campus Sandbox environments for User Acceptance Testing (UAT).

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Districts must have the ability to schedule at least two imports/exports to occur between the two systems.

See Attachment 13 for the Extract Layout Requirement From: Student Information System (Infinite Campus) To: Student Transportation System and Import Layout Requirement From: Student Transportation System To: Student Information System (Infinite Campus)

Students identified as having no transportation request should be imported into the Student Information System as a bus assigned as CAR. A student identified in a walk zone should be imported into the Student Information System as a bus assigned as WALKER.

Maintenance

Vendors' proposals should clearly identify the maintenance and support services provided, as well as the schedule for annual software updates and any required tasks. Proposals should provide upgrades to purchased software at no additional charge, including all future feature releases and bug fix releases for all licenses and products purchased.

Customer Support

The DDOE is seeking a vendor with robust customer support that can address technical issues districts are facing in a timely manner. Vendors should outline their customer support plan and capacity for the State of Delaware, as well as outline their customer service operation capacity for all contracted users. The DDOE is seeking at a minimum that customer support operations will meet these requirements:

- Provide timely, no-charge, unlimited telephone support and/or virtual support through Zoom or Teams.
- Customer service calls or tickets will have, at least, an initial resolution communication within two hours.
- Technical support contacts will be provided to DDOE and all districts.
- Provide extended hours of support during the weeks before and after school start-up (July 1st through September 15th of each year) or during a scheduled redistricting effort.

General Requirements Features

The software should provide a comprehensive school bus routing system that includes

- Creating safe bus stops and efficient routes for regular and special education students. Allowing students to have multiple pick-up and drop-off addresses, as well as transportation to other schools in the district outside their feeder school, if required for special purposes.
- Identify the locations of students.
- Providing metadata regarding student-assigned stops and routes.
- Display of school feeder pattern boundaries.
- Organizing up-to-date information on school bus vehicles.
- Utilize individual student data to facilitate the bus routing process, such as location, direction students must walk, etc.
- Calculate stop times and school arrival times.
- Provide printable turn-by-turn route descriptions for each bus driver's route with student information.
- The Software interface must be "user-friendly", easy to navigate, and minimize the need-to-know technical terms.
- Permit users to edit computed boundaries
- Providing mapping technology that will allow scaling (zooming in and out)
- Encodes transportation data, such as one-way streets, travel speeds, no travel roads, door-side stops, etc.
- Provide the ability to override any computed bus stop assignment.
- Provide the ability to maintain the student's home address along with alternate pick-up and/or drop-off address. These alternate addresses might be required to be different for each day of the week. System must maintain historical data for student demographics and bus stop information.
- Manual or batch entry of the student(s) automatically determines the appropriate school of residence, based on the student's address and district school boundaries.
- Provide the ability to maintain the student information relative to a student having an alternative form of transportation on one or more days of the week, i.e. parent drop off.
- Provide the ability to assign sets of students to shuttle routes and to assign sets of students to a different bell time on a specific day (i.e. all students at a school have an early out every Wednesday).

Stop Ranges

- Vendors should provide a detailed response on their software methodology for stop ranges. There are several districts in Delaware that require the ability to set manual stop ranges for specific bus stops, rather than relying solely on a distance-based methodology. This allows local transportation experts to manually designate stop range assignments to address the splitting of neighborhoods/streets/complexes that would be better served by separate buses, thereby avoiding safety concerns and ensuring capacity balance.

Student Safety

- Identify the potential location of students (home, bus stop, route, school building)
- The direction students come from as they walk to the bus stop
- The number of students assigned to a bus
- Assign students top stops (override function)
- Define building attendance area-specific walk zones
 - Permit exclusion or inclusion of specific streets, zone is not solely based upon a perimeter distance
- Code specific roadways for walking hazards
- Prevent assignment of students to bus stop if walking requires hazardous road crossing, lack of sidewalk, etc.
- Prevent students from having to cross roadways to load/unload that are determined to be hazardous or require door-side pick-up for special accommodation and safety
- Ability to add a filter to identify location(s) of registered sex offenders/predators (show on map) to include offender's name and nature of offense.

Reporting Dashboard

All data shall be accessible by users through a web-based system and must be able to construct queries, reports, charts, and graphs with minimal training.

Reports must be able to produce metrics related to productivity/efficiency/compliance. General report attributes include, but are not limited to, the date printed and page number, as well as the ability to create Ad hoc reports to filter/select by date range, school building, route, student, etc.

Reports must have the ability to save output in .pdf and Microsoft Office-compatible formats and must be printable and emailable from within the application.

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Reports provided within the software package:

- Student not located (geocoded) to a map
- Students not assigned to a bus stop
- Student not assigned to a bus route
- Students not assigned to a program
- Route that exceeds the trip time threshold
- Routes which exceed the capacity threshold
- Vehicle with special equipment
- Student requiring shuttle transportation
- Turn-by-turn routes and stops
- Demographics (name, address, etc.)
- By assignment (building, vehicle, etc.)
- Student listing

Additional reporting that would need to meet the district's needs includes:

- Route summaries
- Student ridership reports by route, school, and grade level
- Daily Route manifests that can show student name, grade, phone number, stop location, required bus accommodations, and any customized notes entered by the district.
- Route manifests with driver directions and route manifests without driver directions.
- School reports with students and assigned bus information.
- Ability to export student ridership information into CSV/Excel format that provides morning and afternoon information on a single line. Should include Student ID#, Student Name, Student Grade, Student Requested Morning Transportation Address, Student Assigned Morning Bus Stop and Morning Stop Time and Afternoon Requested Transportation Address, Student Assigned Afternoon Bus Stop and Afternoon Stop Time.
- School Bus Pass Generation for districts to create customizable bus passes that will provide student information, phone numbers, grade, type of pass, start date, end date, route assignment, stop assignment, and stop time, and a location for the local school representative to sign, authorizing the pass to be given to the bus driver.
- School Bus Parent/Guardian Mailers for districts to print individual student mailer letters to notify parents/guardians of their students' bus assignments, stop locations, and time for the upcoming school year or for any bus changes during the school year.

Scenario Analysis

Vendors' proposals should include how their software can conduct what-if scenario analysis that can provide districts with information for:

1. Changes in bell times and effect on routes/schedules
2. Changes in school boundaries and effects on routes
3. Road closures and effects on routes
4. Bus availability and effect of routes

Current Term, Summer Term, and Next Year Term Planning

Districts need the ability to conduct their current term routing in live production while preparing for their summer term. In addition, they need to be able to start planning and looking at routing scenarios for their next year's term planning.

Vendors are to outline how their system handles current term planning, summer term planning, and next year's planning while overlapping time periods. In addition, does the system allow rolling students up in advance to aid in next year planning before the actual student data rollover occurs, for districts to plan for various scenarios?

Delaware Department of Education Standard Reporting Requirements

The Department of Education coordinates the School Bus Formula, which determines reimbursement for all district and contractor operations within the state. The funding formula primarily runs off route mileage data. The new software system would need to be able to generate the following reports for all districts to complete their school bus contracts.

1. Route Loop Mileage Report (calculate mileage used for contract funding)
 - AM Calculation: First stop of tier one through all tiers to final school drop-off. Then the mileage from the final tier morning school, the closest way back to the first tier first stop. This equals the total morning mileage.
 - PM Calculation: First-tier school of the afternoon through all afternoon tiers routes to the final student stop of the final afternoon tier. Then the mileage from the final afternoon tier stop, the closest way back to the first tier school of the afternoon. This equals the total afternoon mileage.
 - Morning Mileage + Afternoon Mileage = Total Contract Mileage
 - The report should break down the mileage calculation in the following sections: (If only one tier or double tier the other route mileage will be 0)

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Tier 1 Route Mileage	Mileage to Tier 2 Route	Tier 2 Route Mileage	Mileage to Tier 3 Route	Tier 3 Route Mileage	Loop back to first stop of Tier 1	Total Mileage
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2. Layover Calculation Report: (calculates any potential layover earnings)

- AM Calculation: Time calculation follows the same process for route loop mileage. From the first stop in the morning through all the school, including time for unloading and time to return to the first stop of the first route.
- PM Calculation: Time calculation follows the same process for route loop mileage. From the first school reporting time for parking in the afternoon through all school stops to the final stop and the time to return to the first school of the first afternoon route.
- AM Calculation & PM Calculation = total planned route hours
- The total planned route hours is then compared to the contract route hours calculation; if the total planned exceeds the contract route hours calculation, they receive layover hours for the difference.
- Contract Route Hours Calculation: Each contract receives a basic of 3.5 hours, for every mile above 30 miles, an additional 1.5 minutes is added to the time. For double-tier routes, an additional 1 hour is added to the total time. For each triple-tier route, an additional 1.5 hours is added to the total time.
- Total Contract Hours – Total Planned Route Hours = layover eligible

School Programs and Alternative Building

School Districts have various programs that students attend and need transportation to attend these programs. This has required districts to use special program codes to direct students to the correct routing map, whether that involves attending a different school than the one they are registered for or being transported by special education buses. Some districts are using program code designations within the Student Information System to flow into the routing system, while others have elected to manually enter those program codes within the routing software after the student load. The Route Type drop-down in the SIS, which can be customized for each district, has been repurposed for those districts that wish to have their program codes flow into the routing system from the SIS.

Vendors' proposals should include information on how their system can handle these special needs to route students differently from other students registered within that building. The following scenarios are various examples and not an inclusive list.

1. Half-Day Programs (Morning and Afternoon Sessions)– Pre-Kindergarten students attend school on a half-day schedule. This schedule requires morning students to be dismissed at midday and

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ride home on what are called midday buses. Another set of students is picked up by midday buses and brought to school at midday.

2. Special Education Students attending a satellite program at another building require specialized busing different from that in a regular education setting.
3. Special District Programs – students are registered at a building other than their home of residence, attending an alternative program. Those students are required to ride buses that service their home address and feeder pattern school. Once they arrive at the feeder pattern school, they are then shuttled to their school of registration, which is outside their feeder pattern area.
4. School Choice Students – students who are school choice but then meet at the closest bus stop within their feeder pattern.

Student Accommodations

The Student Information System enables districts to specify in their transportation requests whether students require restraints, a monitor, or a lift. Vendor systems should utilize this information to ensure that students are assigned vehicles that meet students' accommodation requests.

- Restraints Needs are customizable fields for districts, but the current default fields provided by the SIS are:
 - Car Seat
 - Harness
 - Integrated Harness
 - Other
 - Seatbelt
 - Vest
 - Wheelchair restraint
- Monitor Required is a yes, no drop-down selection
- Lift Required – is a yes, no drop-down selection

Training & User Support Resources

The vendor must provide a comprehensive training and support plan to ensure successful implementation and long-term use of the School Bus Routing Software. This plan must address initial onboarding, ongoing learning opportunities, and training for new users who assume responsibilities after implementation.

1. Initial Implementation Training

- Vendor must provide structured training sessions during the implementation phase, including:
 - System overview and navigation
 - Route creation and optimization
 - Student data management
 - Reporting and analytics
 - System administration and user roles
- Training must be available in multiple formats (e.g., live virtual sessions, in-person if applicable, recorded modules).
- Vendor must provide a detailed training schedule and identify all materials included.

2. Training Resources and Knowledge Library

- Vendor must provide access to a searchable, online training library that includes:
 - User guides and manuals
 - Video tutorials
 - FAQs and troubleshooting documentation
 - Feature-specific walkthroughs
- Resources must be available to all authorized users at no additional cost.

3. Ongoing Training and Webinars

- Vendor must offer periodic webinars throughout the year, free of charge, to support continued learning and system updates.
- Webinars should cover new features, best practices, seasonal planning (e.g., start-of-school routing), and user Q&A sessions.
- Vendor must provide a calendar or notification system for upcoming webinars.

4. New User Onboarding Post-Implementation

- Vendor must describe the process for onboarding new users who join the district after initial implementation.
- Include available training formats (e.g., self-paced modules, live sessions) and estimated time commitment.
- Specify whether new user training is included in the base contract or if additional costs apply.
- If additional costs apply, vendor must provide a clear pricing structure for new user training services.

5. Support and Help Desk Access

- Vendor must provide access to a help desk or support team for technical and functional assistance.
- Support must be available during standard business hours, with options for emergency or after-hours support if applicable.
- Include details on ticketing systems, response times, and escalation procedures.