

State of Delaware

# **Grow Your Own (GYO) Report**

## **2022-2023**



As required by House Bill 430  
151st General Assembly (2021-2022)

June 26, 2023

## Executive Summary

This executive summary provides an overview of the progress made since the enactment of House Bill No. 430, which established the Grow Your Own Educator Program in Delaware's K-12 public schools. The purpose of this report is to highlight the implementation process, focusing on the two Requests for Proposals (RFPs) released since the Governor signed the legislation on September 9, 2022.

The first RFP, which targeted multiple entry points for aspiring teachers, received 24 applications from preparation programs with a funding request of approximately \$2.4 million. For the fiscal year 2022-2023, \$4,000,000 was appropriated to the Department from the General Fund consistent with the agreed settlement terms in *In Re Delaware Public Schools Litigation*, C.A. No. 2018-0029-VCL which states, in part, that the Governor's proposed budget for the fiscal year 2023-2024 would allocate at least \$4,000,000 to support enhanced teacher recruitment and retention in high-need schools. A portion of those funds was allocated to implement the Grow Your Own Educator Program established in this Act.

The selected candidates from the first RFP, pending the finalization of the contracts, are expected to start their programs in the upcoming fall semesters. These participants will receive dual certification with special education at the undergraduate or graduate level and be prepared to work at the early childhood, elementary, or middle levels.

The second RFP, currently open for submissions, focuses on secondary certification programs. Interested preparation programs have until August 3, 2023, to submit their proposals, with the anticipated program start date in the Spring 2024 Semester. The latest RFP focuses on preparation programs for secondary certification.

Stakeholder engagement played a vital role in the development of the RFPs, ensuring that the requirements and expectations of the educator preparation programs, superintendents, and HR directors were considered. Comprehensive stakeholder engagement sessions were conducted, and valuable feedback was gathered to enhance the effectiveness and relevance of the RFPs. The Department of Education also engaged with non-submitting preparation programs to address concerns and gather insights, which informed the development of the second RFP.

The implementation of the Grow Your Own Grant program is set to begin in the fall semester, aiming to enroll up to 89 candidates across eight Local Education Agencies (LEAs). The program will ensure employment and provide preparation to prepare candidates at no cost for their future roles as teachers. Site visits and comprehensive data collection will be conducted to monitor program progress, assess adherence to guidelines, and identify areas for improvement.

The Department of Education is excited about the progress made in the development of the Grow Your Own Grant program, as it aligns with the Year Long Teacher Residency Program and positions Delaware as the first Mid-Atlantic State to have a Registered Teacher Apprenticeship program. These milestones demonstrate the Department's commitment to innovative and effective approaches to teacher preparation and development.

Overall, the implementation of the Grow Your Own Educator Program shows promising potential for addressing the challenges in educator recruitment, retention, and diversity in Delaware's K-12 public schools. Subsequent reporting periods will provide more comprehensive data on the program's outcomes and effectiveness, allowing for a more thorough assessment. The Department remains dedicated to continuously improving the program and ensuring a well-supported teaching workforce that positively impacts Delaware's education system.

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## Background

House Bill No. 430, titled "An Act to Amend Title 14 of the Delaware Code Relating to Grow Your Own Educator Program," was introduced to address the growing challenges in the recruitment, retention, and diversity of educators in Delaware's K-12 public schools. The bill aimed to establish the Grow Your Own Educator Program to support aspiring teachers in obtaining their post-secondary degrees and becoming educators in Delaware. The purpose of this report is to outline the progress made since the bill's enactment and highlight the two Requests for Proposals (RFPs) released as part of the implementation process, since the Governor's signing on September 9, 2022.

Due to the recent implementation of House Bill 430, this year marks the first time data is being reported on the progress and outcomes of the program it has initiated. As with any new endeavor, it is expected that certain aspects may still be in the process of being finalized and that not all the requested data will be immediately available for this inaugural report. While the first Request for Proposal (RFP) has been completed as required, the subsequent stages of negotiating the details of the contract with the selected educator preparation program are currently underway. Since the negotiation phase is ongoing, the complete data for this exciting new program is not readily accessible for inclusion in the initial report. As subsequent reporting periods ensue, more data will become available, allowing for a more comprehensive assessment of the program's outcomes and effectiveness.

LAWS OF DELAWARE  
VOLUME 83  
CHAPTER 428  
151st GENERAL ASSEMBLY  
FORMERLY  
HOUSE BILL NO. 430

AN ACT TO AMEND TITLE 14 OF THE DELAWARE CODE RELATING TO GROW YOUR OWN EDUCATOR PROGRAM.

WHEREAS, the teacher workforce is expected to grow by 6% over the next ten years as student enrollment at public schools is expected to increase by 7.8%; and

WHEREAS, one quarter of Delaware's public school educators and paraprofessionals will be eligible to retire in the next five years; and

WHEREAS, research suggests that most educators are most likely to teach within 40 miles from where they grew up; and

WHEREAS, only 18% of the educator workforce identifies as a race other than white compared to 58% of the student population; and

WHEREAS, most districts and charter schools have openings and more limited candidate pools; and

WHEREAS, enrollment in educator preparation programs has declined in recent years; and

WHEREAS, approximately 76% of educators were retained in the same school over a 2 year period and 24% of teachers hired in Delaware public schools transferred within the district, between districts, or were no longer employed in Delaware; and

WHEREAS, recruitment and retention of teachers in high-needs public schools is even more challenging; and

WHEREAS, studies document that students are more motivated and inspired to learn, retain and achieve when they are taught by teachers who reflect a rich diverse and cultural background similar to the student population and the school community; and

WHEREAS, the Redding Consortium Educator Work Group recommended grow your own programming to support recruiting and support related education professionals, community members, parents, and other representatives of the school population; and

WHEREAS, it is in the best interests of the public school system in Delaware to support Delaware students who wish to obtain their post-secondary teaching degrees and become educators in Delaware; and

WHEREAS, several Delaware school districts have made their own efforts to address the critical educator shortage and lack of educator diversity in their own districts their efforts need to be streamlined and performed in concert to enhance and maximize the success of these recruitment and retention strategies and programs.

NOW, THEREFORE:

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF DELAWARE:

Section 1. Amend Title 14 of the Delaware Code by making deletions as shown by strike through and insertions as shown by underline and by creating a new chapter as follows:

Chapter 44. Grow Your Own Educator Program.

§ 4401. Title.

This chapter shall be known as the “Grow your Own Educator Program”.

§ 4402. Establishment; statement of purpose.

There is established a Grow Your Own Educator Program to improve the recruitment, retention, and diversity of educators in Delaware’s K-12 public schools.

§ 4403. Definitions.

As used in this chapter:

(1) “Applicant” means a school district, as defined in this title, acting independently, or as part of a consortia with other school districts, or an institution of higher education acting on behalf of school districts, or a charter school established under Chapter 5 of this title.

(2) “Candidate” means a student enrolled in a public school or a post-secondary institution of higher learning in Delaware.

(3) “Department” means the Department of Education.

(4) “District” means a reorganized school district.

(5) “Educator” shall have the meaning set forth in §1202 of this title.

(6) “High-need school” means any school either:

a. In the top quartile in 3 or more of the following:

1. Percentage of low-income students.

2. Percentage of English learners.

3. Percentage of minority students.

4. Percentage of students with disabilities; or

b. Has 90% of its students classified as low-income, English learners, or minority.

(7) “Low-income students” means students within the statewide metric determined by the Department of Education utilizing direct certification for Temporary Assistance for Needy Families (TANF) and Supplemental Nutrition Assistance Program (SNAP).

(8) “Minority student” means students who are members of a racial or ethnic group other than the racial or ethnic group that represents the majority of the State’s population.

(9) “Program” means a Grow Your Own Educator Program as established under this chapter.

(10) “Students with disabilities” means students who because of mental, physical, emotional, developmental, speech or learning disability problems, as defined by the Department of Education rules and regulations, require special education and related services in order to develop their own capabilities.

(11) “Teacher Academies” means high school programs of study that prepare students for education careers by providing a career and technical education.

§ 4404. District or Charter School Grow Your Own Educator Programs.

(a) District or charter school Grow Your Own Educator Programs will be established to offer support and guidance to candidates who are on a career path towards becoming future educators, starting as early as middle school,

or through non-traditional routes, and continuing through their post-secondary education and training and culminating in their being hired, as an educator, by the district or charter school.

(b) The Department, under the Program, will establish a competitive grant process for applicants to apply for grants to develop their own Grow Your Own Educator Program.

§ 4405. Grant applications.

(a) The grant application shall be in a form as prescribed by the Department.

(b) The Applicant must submit a new grant application every 2 years, along with any additional information the Department may request, in accordance with the Program's rules and regulations.

(c) The grant application must include a description of the following:

(1) Applicant's vision for the Program and process to develop this vision which must include input from students, educators, paraprofessionals, and cultural liaisons in the community.

(2) Applicant's recruitment and hiring goals as they relate to educator diversity.

(3) Applicant's staff retention goals, specifically in regard to educators of color, including current and projected hiring needs based on current staff data.

(4) Applicant's goals and/or strategies to ensure the Program will:

a. Support candidates accepted into the Program through their post-secondary education, student teaching/residency, certification, licensure, and hiring.

b. Stress diversity, equity, and inclusion in the approach to recruiting, supporting and retaining candidates.

c. Create clear partnerships and connections between any current or proposed high school Teacher Academies and institutions of higher education partners to accelerate and improve credential and degree attainment.

d. Assist accepted candidates with obtaining state scholarships, loan forgiveness, and alternative routes to certification programs such as the Christa McAuliffe Teacher Program, Delaware Teacher Corps Incentive Program, Speech-Language Pathologist Incentive Program, Critical Needs Reimbursement Program, and High Needs Loan Repayment Program.

e. Seek candidates from community-based organizations, parents, and paraprofessionals who can be developed through earn and learn models.

f. Propose incentives for accepted candidates to remain employed long-term in applicant's district or charter school.

g. Propose how Program will align with Applicant's current mentoring and induction programs for new teachers.

(5) Applicant's current and proposed partnerships with institutions of higher education and community-based organizations to develop and implement the Program.

(6) Applicant's plan for collecting and providing all data required by the Department for purposes of evaluating the effectiveness of the Program.

(7) Applicant's plan to continue and sustain the Program beyond any grant awards as well as leverage other funding to support the Program.

(8) Applicant's success in implementation of the Program, ability to leverage other funding to support the Program, and other best practices that are a result of the grant, should the applicant apply for continued funding under the grant beyond the initial 2-year period.

§ 4406. Timeline and distribution of grant funds.

(a) The Department will award funds annually to approved grant applicants as follows:

(1) Applicants may use funds over a 2-year period to implement the Program, provided the Program was successful in the first year of the grant.

(2) Contingent upon the availability of sufficient funds.

(b) Where there are insufficient funds to award a grant to every Applicant who satisfies the requirements of this chapter, the Department will give priority to applicants who meet the following criteria:

(1) Recruit candidates that reflect the diversity of the student population and community.

(2) Develop programs that support teachers and the placement of candidates in high-need schools.

(3) Increase opportunities in the high school Teacher Academies to support more diverse participants, integrate culturally responsible curriculum, provide meaningful work-based learning opportunities, and accelerate postsecondary credits and credentials during high school.

(4) Create apprenticeship programs in education.

(5) Expand year-long teacher residency models.

§ 4407. Use of grant funds.

(a) Grant funds, awarded under § 4406 of this title, must be used by the Applicant to implement or sustain a Grow your Own Educator Program, including for any of the following purposes:

(1) Design and startup of the Program.

(2) Compensate personnel and contractors hired to assist in the design and implementation of the Program, including technical assistance.

(3) Review and upgrade of Teacher Academies and other existing programs that will complement and support the Program.

(4) Revise Applicant's existing programs and policies to support candidates accepted into the Program who work in educational professional roles such as paraprofessionals.

(5) Hire substitute teachers to enable educators to lend their time to support the Program.

(6) Provide career ladder opportunities and monetary compensation for highly effective educators to serve as leaders and provide coaching and mentoring for their colleagues and candidates participating in the Program.

(7) Provide candidates last-dollar support for postsecondary education, including tuition, student fees, books, technology, credentialing fees, transportation, and support for passing state testing requirements for licensure if the candidate makes a formal commitment to teach in a Delaware high-need school, for a minimum of 3 years, after obtaining their Delaware teachers license or certification .

(8) Provide financial incentives for candidates including paid internships, residency, apprenticeship and professional learning opportunities.

(9) Partner with institutions of higher education to provide tutoring, academic counseling, cohort models, assistance with credential requirements, and support for taking and passing state testing requirements for licensure.

(10) Expand teacher residency models or develop a teacher apprenticeship model in which candidates can learn while earning a salary and participating in competency-based educator preparation.

§ 4408. Funding.



(a) Funding appropriated through the Annual Appropriations Act for teacher recruitment and retention may be used to implement the Program established under this chapter.

(b) The Department is authorized to accept and retain private donations to support the Program.

§ 4409. Annual Reporting.

(a) Each fiscal year, the applicant shall provide to the Department the following summary data and any other data requested by the Department which shall be de-identified to the greatest extent possible:

(1) The number of candidates served, types of programs that were supported, types of occupations that candidates entered, the participating schools and number of candidates who were employed.

(2) The institutions of higher learning that candidates in the Program attend.

(3) The number of candidates who fulfill the Program's 3 year teaching commitment and the percentage of teachers retained by the school district or charter school beyond 3 years.

(4) Demographic information related to candidates who participate in the Program to gauge the success at recruiting demographically underrepresented groups to the education profession.

(5) The amount of private or federal funding, if any, utilized by the applicant to financially support the Program.

(b) Each fiscal year the Department shall report to the Chairs of the House and Senate Education Committees of the General Assembly and shall include, in its report, the summary data received in subsection (a) of this section.

§ 4410. Rules and regulations.

The Department shall adopt and promulgate such rules and regulations as will be necessary for the implementation of the Grow Your Own Educator Program authorized by this chapter.

## RFP Details

Since the bill's signing, significant progress has been made toward implementing the Grow Your Own Educator Program. The purpose of the Delaware Grow Your Own Program for High-Needs Schools Competitive Grant is to create multiple entry points for aspiring teachers, including education assistants, paraprofessionals, substitute teachers, tutors, non-certified employees, parents, guardians, and community members. The grant aims to provide them with the opportunity to earn their post-secondary degrees and become certified teachers in Delaware at no-cost while earning a salary as a paraprofessional.

The Delaware Department of Education uses a competitive Request for Proposals (RFP) process to award \$100,000 grants to high-quality proposals. Educator Preparation Programs (EPPs) are encouraged to submit multiple proposals, and if selected, the grants will cover the costs of tuition, textbooks, and fees for all participants. The EPPs have the flexibility to determine the number of candidates that can be supported within each \$100,000 grant, ensuring that participants receive their preparation without any financial burden.

Requirements from the newly designed RFP include:

- Educator Preparation Programs (EPPs) must provide tuition-free education resulting in a post-secondary degree and teaching certification in Delaware.
- Grant funding should cover all costs of tuition, textbooks, and fees for selected participants.
- The EPP must cover the cost of one issuance of each required certification assessment for all selected participants.
- EPPs must collaborate with the partnering LEA to place each participant in a paid paraprofessional position throughout the program.
- Participants should be assigned to a high-quality cooperating or mentor teacher.
- Participants must be employed as full-time paraprofessionals by the LEA for the entire duration of the program.
- LEAs have the final decision on participant selection.

Within the application, these areas are prioritized:

- Wraparound Supports: Detailed plans for academic, career, and certification preparation support during and after the program.
- Increasing Diversity: Clear goals for recruiting and retaining educators of color, with strategies to increase LEA's teaching staff diversity.
- Science of Reading: Incorporation of evidence-based reading instruction methods to promote understanding of the Science of Reading.
- Culturally Responsive Teaching: Promotion of culturally responsive teaching practices, including diverse perspectives and inclusive pedagogy.

- Trauma-Informed Instruction: Focus on understanding and implementing trauma-informed teaching practices for students who have experienced trauma.
- High-Quality Instructional Material: Emphasis on using standards-aligned, culturally responsive materials for effective Tier 1 instruction.
- Sustainability: Plan to sustain the program beyond grants, leveraging funding sources and establishing partnerships.

## RFP Releases

Two RFPs have been released to solicit proposals from interested parties. Appendix A represents the first Request for Proposal (RFP), while Appendix B represents the second RFP in the report.

The highlights of each RFP and their status are as follows:

### First RFP:

Public Notice Date: February 24, 2023

Voluntary Pre-Bid Meeting Date: March 15, 2023

Deadline for Questions Date: March 23, 2023

Response to Questions Posted by Date: March 29, 2023

Deadline for Receipt of Proposals Date: April 27, 2023

Estimated Notification of Award Date: June 2023

The first RFP resulted in the receipt of 24 applications totaling roughly \$2.4 million. For fiscal year 2022-2023, \$4,000,000 was appropriated to the Department from the General Fund consistent with the agreed settlement terms in *In Re Delaware Public Schools Litigation*, C.A. No. 2018-0029-VCL which states, in part, that the Governor's proposed budget for fiscal year 2023-2024 would allocate at least \$4,000,000 to support enhanced teacher recruitment and retention in high-need schools. A portion of those funds was allocated to implement the Grow Your Own Educator Program established in this Act.

Applications from the first RFP, if awarded successfully, would bring in 89 participants from 8 LEAs who have expressed interest in the program. All candidates would receive dual certification with special education at undergraduate or graduate levels. Candidates would be prepared to work at the early childhood, elementary, or middle levels. Currently, negotiations are underway to finalize the contents of the contract with the selected parties. As a result, additional details can not be shared until contracts are finalized. The selected candidates are expected to commence their program in the upcoming fall semesters.

### Second RFP:

Public Notice Date: June 19, 2023

Voluntary Pre-Bid Meeting Date: June 22, 2023

Deadline for Questions Date: July 11, 2023

Response to Questions Posted by Date: July 17, 2023

Deadline for Receipt of Proposals Date: August 3, 2023

Estimated Notification of Award Date: September 2023

The second RFP is currently accepting submissions, and interested parties have until August 3, 2023, to submit their proposals. This RFP specifically targets secondary certification programs. The participants selected through this RFP are anticipated to start their program in the Spring 2024 Semester.

## Stakeholder Engagement

Stakeholder engagement played a pivotal role in developing the Request for Proposal (RFP) for the Department of Education. The partnership between the Department and The National Center for Grow Your Own provided access to national resources and a community network, enabling a comprehensive understanding of the national landscape and our unique needs in Delaware. Additionally, close collaboration with Rodel facilitated the incorporation of diverse perspectives from educators, policymakers, and community members. Furthermore, working closely with other workgroups at the Department allowed for the inclusion of important initiatives like Trauma-Informed Practices, High-Quality Instructional Practices, Culturally Responsive Instruction Strategies, and High-Quality Instructional Materials as requirements in the RFP application. This robust stakeholder engagement ensured that the resulting RFP application reflected the collective expertise, priorities, and aspirations of the educational community, thus enhancing its potential for success.

Before releasing the first RFP, a comprehensive stakeholder engagement process was conducted, comprising multiple sessions targeting various key stakeholders. The first session involved the Provosts of every Delaware Educator Preparation Program, providing them with an opportunity to review the grant. This engagement ensured that the RFP aligned with the expectations and requirements of the educator preparation programs. The second session brought together the Deans of Delaware Educator Preparation Programs to further discuss the RFP, ensuring their perspectives were incorporated into the final document. In the third session, Superintendents of eligible high-needs schools were invited to participate. This engagement enabled Superintendents to share their insights and unique needs, ensuring the RFP was responsive to the hiring challenges faced by their schools. Lastly, an additional session was held specifically for eligible HR Directors, allowing them to ask questions to ensure the RFP process was clear and feasible for implementation. These stakeholder engagement meetings played a crucial role in fostering collaboration, addressing concerns, and incorporating valuable input from key education stakeholders, thereby enhancing the effectiveness and relevance of the RFP. A sample presentation from these meetings is included in Appendix C.

In response to the first RFP, the Department of Education took proactive measures to engage with each Preparation Program that did not submit an application. These individual meetings provided an opportunity to gather valuable feedback and insights regarding the reasons behind their non-submission. The information obtained from these meetings proved to be instrumental in informing the development of the second RFP, which is currently open for applicants. By addressing the concerns and incorporating the feedback received, the Department aims to improve the second RFP and increase the likelihood of broader participation from the Preparation Programs. This iterative approach to stakeholder engagement demonstrates a commitment to continuous improvement and ensures that the RFP process evolves to better meet the needs and expectations of all stakeholders involved.

## Implementation

The implementation of the Grow Your Own Grant program is set to commence in the upcoming fall semester, with a target of engaging up to 89 candidates across 8 Local Education Agencies (LEAs). These candidates will undergo a rigorous process, including training and education, to prepare them for their future roles as teachers. The program's timeline includes completing their clinical experience in the fall of 2024, followed by their official entry into the workforce as teachers of record in the fall of 2025. The second cohort of the Request for Proposal (RFP) process, which is currently accepting applications, aims to place candidates in programs by Spring 2024.

Throughout the implementation phase, the Department of Education is committed to closely monitoring the progress and effectiveness of the Grow Your Own Grant program. To ensure the program's success, site visits will be conducted to the participating LEAs, allowing the Department to observe the implementation firsthand and provide necessary support and guidance where needed. These site visits offer an opportunity to assess the program's adherence to established guidelines and identify areas that require improvement.

In addition to site visits, comprehensive data collection will be an integral part of monitoring the implementation. The Department will collect relevant data on candidate progress, program outcomes, and student achievement to assess the program's impact and identify potential areas for refinement. This data-driven approach enables the Department to make informed decisions, address challenges, and maximize the effectiveness of the Grow Your Own Grant program.

## Conclusion

The Department of Education is thrilled with the significant progress made in the development of the Grow Your Own Grant and the upcoming enrollment of candidates in programs this fall. This initiative aligns seamlessly with the Year Long Teacher Residency Program, as it incorporates a residency experience into each candidate's preparation, promoting a comprehensive and immersive approach to teacher development. Furthermore, the grant positions Delaware favorably as the first Mid-Atlantic State to have a Registered Teacher Apprenticeship program, allowing for future implementation of teacher apprenticeships. These milestones underscore the Department's commitment to innovative and effective approaches to teacher preparation and development, paving the way for a robust and well-supported teaching workforce that will positively impact Delaware's education system for years to come.

**Appendix A – First Request for Proposal (RFP)**



**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**  
**Delaware Grow Your Own Program for High-Needs Schools**  
**ISSUED BY DELAWARE DEPARTMENT OF EDUCATION**  
**CONTRACT NUMBER DOE2023-18**

**Contents:**

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  - II. Scope of Services
  - III. Required Information
  - IV. Professional Services RFP Administrative Information
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  - VII. Attachments
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Appendix C – MoU between DDOE and Partner LEA(s)

**\*\* Ctrl+Click on the headings above will take you directly to the section.**

**I. Overview**

The State of Delaware Department of Education, seeks professional services to design and execute Grow Your Own Programs for high-needs schools in Delaware. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <b>February 24, 2023</b>
Voluntary Pre-Bid Meeting	Date: <b>March 15, 2023</b> at 1:00 PM (Local Time)
Deadline for Questions	Date: <b>March 23, 2023</b>
Response to Questions Posted by	Date: <b>March 29, 2023</b>
Deadline for Receipt of Proposals	Date: <b>April 27, 2023</b> at 12:00 PM (Local Time)
Estimated Notification of Award	Date: <b>May 2023</b>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the proposal. (Applicant exceptions must also be recorded on Attachment 3).

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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 Pre-Bid Meeting**

A voluntary pre-bid meeting has been scheduled for **Wednesday, March 15, 2023 at 1:00 PM** (Local Time). **This is a voluntary meeting.** While attendance is voluntary, it is strongly encouraged as there will be an opportunity for questions at the end of the presentation.

The meeting format will be a hybrid opportunity for both in person and virtual attendees. Meeting details follow:

**IN PERSON DETAILS:**

Troop 3  
3759 S State St.  
Camden Wyoming, DE 19934

Or attend Virtually:

Pre-Bid Meeting - GYO Grant  
Hosted by Ann Hlabangana-Clay

<https://de-doe.webex.com/de-doe/j.php?MTID=mebf9b35de710419dd1fb0fb0b6fde972>

Meeting number: 2621 718 1928  
Password: DYpiWf6KD34  
Agenda: Pre-Bid Meeting - GYO Grant

Join by video-system  
Dial 26217181928@de-doe.webex.com  
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone  
+1-415-655-0001 US Toll  
Access code: 262 171 81928

**II. Scope of Services**

Scope of services are outlined in Appendix B, SCOPE OF WORK, "Delaware Grow Your Own Program for High-Needs Schools," which is attached to this RFP.

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### III. Required Information

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

#### A. Minimum Requirements

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

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

2. Vendor shall provide responses to the Request for Proposal (RFP) scope of work and clearly identify capabilities as presented in the General Evaluation Requirements below.
3. Complete all appropriate attachments and forms as identified within the RFP. All required attachments must be submitted with the paper and electronic versions.
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 8, subsection g (insurance).

#### B. General Evaluation Requirements

Please refer to Appendix B for all general evaluation requirements, and scoring criteria.

### IV. Professional Services RFP Administrative Information

#### A. RFP Issuance

##### 1. Public Notice

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

##### 2. Obtaining Copies of the RFP

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://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

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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](mailto: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.

**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

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- 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 **Two (2)** paper copies including a price proposal and **One (1)** electronic copies on separate USB memory drives. For electronic copies, please provide a separate pricing file from the rest of the RFP proposal responses (electronic copies should minimally have two separate files: proposal and pricing). Paper and electronic versions should be identical and include all required documents.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **12:00 PM (Local Time) on April 27, 2023**. 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, Rm. 279**  
**401 Federal Street, Ste. 2**  
**Dover, DE 19901**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. DOE2023-18” 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

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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 the date of proposal receipt. 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 shall not be disclosed in accordance with Governor Jack A. Markell's [Executive Order # 31](#) signed on October 20, 2011 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

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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 increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

#### **11. Confidentiality of Documents**

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" 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

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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 as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

**b. Sub-contracting**

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

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

**c. Multiple Proposals**

A primary vendor may participate in more than one proposal. See Appendix B for details.

**13. Sub-Contracting**

The vendor selected shall be solely responsible for contractual performance and management of all subcontract relationships. This contract allows subcontracting



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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 received no later than **March 23, 2023**. All questions should be posted on DDOE's website at: <https://bids.doe.k12.de.us/#home>. 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](http://www.bids.delaware.gov) by the date of **March 29, 2023**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

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

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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](http://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.

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**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. Failure to notate exceptions will waive vendor's ability to negotiate the specifications, terms or conditions outlined in this RFP. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Not applicable for this solicitation. Please refer to Appendix B requirements.

**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 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.

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

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The criteria and maximum points for each to be used by the Evaluation Team to evaluate proposals are outlined within Appendix B of this RFP.

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

**3. Proposal Clarification**

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

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the 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.

**V. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. 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

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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).

**3. As a Service Subscription**

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.

**4. General Information**

- a. The term of the contract between the successful bidder and the State shall be for **2 (two)** years with **no** optional extensions.
- b. 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.
- c. 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.
- d. 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.
- e. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a 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.
- f. If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g. 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.
- h. Vendors are not restricted from offering lower pricing at any time during the contract term.

**5. Collusion or Fraud**

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

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

**6. 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.

**7. 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.

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**8. General Contract Terms**

**a. Independent Contractors**

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

It may be at 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.

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

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

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

**c. ACA Safe Harbor**



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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.

**d. Licenses and Permits**

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

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

**e. 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**

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**ATTN: ERIKA MARTINE-DUQUETTE**

**f. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the 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.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the 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:

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

**g. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.
2. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this

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contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

3. 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.
  - b. Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.
  - 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 occurrence/\$3,000,000 per aggregate
- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

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

**DELAWARE DEPARTMENT OF EDUCATION**  
**Contract No: DOE2023-18**  
**State of Delaware**  
**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.

4. The vendor shall provide a Certificate of Insurance (COI) as proof that the vendor has the required insurance. The COI shall be provided prior to agency contact prior to any work being completed by the awarded vendor(s).
5. The State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.
6. Should any of the above described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy provisions.

**h. Performance Requirements**

The selected vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**i. BID BOND**

There is no Bid Bond Requirement.

**j. PERFORMANCE BOND**

There is no Performance Bond requirement.

**k. Vendor Emergency Response Point of Contact**

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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.

**l. 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.

**m. 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%).

**n. Liquidated Damages**

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

**o. 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.

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

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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.

**p. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 8.o 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.

**q. Termination of Contract**

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

**1. Termination for Cause**

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

On receipt of the contract cancellation notice from the State, the vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not 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.

**2. Termination for Convenience**

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become

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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.

**3. Termination for Non-Appropriations**

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

**r. 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.

**s. 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.

**t. Vendor Activity**

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

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

**v. Personnel, Equipment and Services**

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

**w. 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.

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) 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.

**x. 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



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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.

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.

**y. 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](#)

**z. 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.

**aa. 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.

**bb. Applicable Law**

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

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

1. the laws of the State of Delaware;
2. the applicable portion of the Federal Civil Rights Act of 1964;

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3. the Equal Employment Opportunity Act and the regulations issued there under by the federal government;
4. a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury; and
5. that programs, services, and activities provided to the general public under 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.

**cc. 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.

**dd. 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.

**ee. 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

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modified from time to time by DTI during the term of this Agreement. Vendor will integrate all delivered services and systems with the DDOE Identity Management System and Single-Sign On system. If any service, product or deliverable furnished pursuant to this Agreement does not conform with DTI standards, vendor shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform with DTI standards. Vendor shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to DDOE caused by vendor's failure to ensure compliance with DTI standards.

**ff. 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. In general, all EIT systems 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://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

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 in the execution of this contract, including any equipment, software, services, or commercial products. 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. A sample VPAT template is found here: <https://www.itic.org/policy/accessibility/vpat>. 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. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, 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 included as an attachment to this RFP. 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](#).

**gg. Scope of Agreement**

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

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**hh. 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.

**ii. 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.

**jj. IRS 1075 Publication**

**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

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products will be given the same level of protection as required for the source material.

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.

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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 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.

#### **kk. Other General Conditions**

- 1. Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
- 2. Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.

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3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The 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.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.
6. **Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
7. **Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.
8. **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.
9. **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.
10. **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.
11. **W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](https://esupplier.erp.delaware.gov) 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.
12. **Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOE2023-18** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.
13. **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.
14. **Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## VI. RFP Miscellaneous Information

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

**2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement. Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

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.

**VII. 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 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 6 – Delaware Department of Education Standard Contract Template
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements
- Appendix C – MoU between DDOE and Partner LEA(s)

*[balance of page is intentionally left blank]*



**IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, and 4 must be included in your paper & electronic proposals**
- **Appendix B – Required Supporting Attachments, including Budget must be included.**

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

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE2023-18

Contract Title: Delaware Grow Your Own  
Program for High-Needs Schools

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.:** DOE2023-18  
**CONTRACT TITLE:** Delaware Grow Your Own Program for High-Needs Schools  
**DEADLINE TO RESPOND:** April 27, 2023 at 12:00 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)

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

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

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

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

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

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

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. DOE2023-18**

**Contract Title: Delaware Grow Your Own Program for High-Needs Schools**

**CONFIDENTIAL INFORMATION FORM**

☐ By checking this box, the vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 *Del. C. Ch. 100*, Delaware Freedom of Information Act.

Confidentiality and Proprietary Information

**Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.**



**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](mailto:OSD@Delaware.gov)

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

Self-Register to receive business development information here:  
<http://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, 10<sup>th</sup> Floor  
Wilmington, DE 19801

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

Email: [OSD@Delaware.gov](mailto: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 Grow Your Own Program for High-Needs Schools RFP#DOE2023-18

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 \_\_\_\_\_; and (c) VENDOR's response to the request for proposals, attached hereto as Appendix \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR 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.

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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 \_\_\_\_\_.

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 \$\_\_\_\_\_. 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



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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.

3.2 Accessibility requirements – Any electronic or information technology developed for or on behalf of DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless has an exception in writing. Reviewable issues are permitted. VENDOR may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of VENDOR to remediate.

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
---------	------	-------	--------------------------

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.

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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 .

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 .

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**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

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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.**

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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.

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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.**

*Updated 10/5/2021*

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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 effected 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,

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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.



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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

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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 IMS Global Learning Consortium (IMS), 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.

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, VENDOR shall be required to complete an annual technology roadmap session with DDOE.

**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 the 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 be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of state data with appropriate administrative, technological, and physical safeguards. VENDOR shall store on encrypted volumes all confidential and sensitive state data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted.

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24.4 Upon DDOE's request or at the latest, upon expiration of the Agreement, all existing state data acquired during the term of the Agreement or created as part of the Agreement shall be returned to DDOE or shall be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of mandatory state data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.

24.5 In the event a breach, of the obligations herein detailed or if indications of such a breach exist, VENDOR shall undertake to inform DDOE of the breach without undue delay.

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/ICE 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;
- 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;

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- 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.
- 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

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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

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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

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- c. Product Liability - \$1,000,000 per occurrence/ \$3,000,000 general aggregate.

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

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provided by law or in the manner specified in this Agreement. VENDOR consents to service of process within the State of Delaware.

**30. Notices.**

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

CONTRACTOR: VENDOR

DDOE: Kim D. Klein  
Associate Secretary, Operations Support  
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.



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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  
Operations Support (or Designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director Initials

\_\_\_\_\_  
(Official of VENDOR)  
Principal Investigator

\_\_\_\_\_  
Team Associate Secretary Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Work Group Director  
Initials

## **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. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential - Form must be included.
6. Appendix B – all requirements must be met.
7. One (1) completed Budget Template (See Appendix B Budget Template example) – document must be included.

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: **(Please note: Paper & Electronic copies should be identical and include ALL required documents.)**

1. **Two (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. Each paper copy must include all required documents including a price proposal.
2. **One (1)** electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (Each USB should minimally have two separate files: proposal and pricing.) Each electronic copy of the proposal must be identical to paper versions and include all required documents.



**Delaware Grow Your Own Program  
for High-Needs Schools  
Request for Proposals (RFP)**

**Delaware Department of Education | February 24, 2023**

**Application Due Dates:**

**April 27, 2023**

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# General Information

## Background

The growing teacher shortage is an increasingly urgent issue around the United States and in the state of Delaware. According to data from the American Association of Colleges for Teacher Education (AACTE), the number of students earning an undergraduate degree in education has dropped from 200,000 annually in the early 1970s to less than 90,000 in 2018-19<sup>1</sup>. The coronavirus pandemic has further contributed to declining participation in teacher preparation programs<sup>2</sup>. This national trend has not left the First State unaffected. At the beginning of the 2022-23 school year, Delaware had more than 300 teacher vacancies<sup>3</sup>. Further burdening the issue, prek-12 student enrollment is increasing at a rate faster than the projected growth rate of the teacher workforce, and nearly 20% of Delaware's public-school educators and paraprofessionals are eligible to retire in the next five years<sup>4</sup>.

At the same time, Delaware, like the rest of the nation, also faces a teacher diversity challenge. As pointed out by the 151st General Assembly, "Studies document that students are more motivated and inspired to learn, retain and achieve when they are taught by teachers who reflect a rich diverse and cultural background similar to the student population and the school community."<sup>5</sup> Unfortunately, currently only 18% of Delaware's educator workforce identifies as a race other than white, compared to 58% of the student population<sup>6</sup>. There is an urgent need to develop pipelines that equip teachers – especially teachers of color – to enter and remain in the Delaware teaching workforce.

Despite these challenges, "Grow Your Own" (GYO) strategies offer a promising solution for increasing teacher diversity, improving teacher recruitment and retention efforts, and lowering barriers to entry that may prevent passionate, talented individuals from earning their degree and entering the teaching profession. Research suggests that educators are more likely to teach within 40 miles of their hometowns<sup>7</sup>. By recruiting from within local communities, school LEAs are able to tap into a diverse talent pool that is more likely to reflect the student population. Within the last few years, a number of states, including [Tennessee](#) and [West Virginia](#), have received national attention for Grow Your Own strategies that remove financial barriers for

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<sup>1</sup> *Colleges of Education: A National Portrait Second Edition*. (n.d.). <https://aacte.org/wp-content/uploads/2022/03/Colleges-of-Education-A-National-Portrait-Executive-Summary.pdf>

<sup>2</sup> *Colleges of Education: A National Portrait Second Edition*. (n.d.). <https://aacte.org/wp-content/uploads/2022/03/Colleges-of-Education-A-National-Portrait-Executive-Summary.pdf>

<sup>3</sup> Rutz, Jarek. "Delaware schools need 500 teachers. Here's where." *Delaware LIVE*, 7 September 2022, <https://delawarelive.com/delaware-schools-need-500-teachers-heres-where/>. Accessed 18 January 2023.

<sup>4</sup> 151st General Assembly. "House Bill 430." *Bill Detail - Delaware General Assembly*, 17 May 2022, <https://legis.delaware.gov/BillDetail/109531>. Accessed 18 January 2023

<sup>5</sup> 151st General Assembly. "House Bill 430."

<sup>6</sup> Rodel Foundation of Delaware. "Rodel." *Rodel*, 3 June 2022, <https://rodelde.org/delaware-advances-grow-your-own-teacher-efforts-as-teacher-shortage-drags-on/>. Accessed 18 January 2023.

<sup>7</sup> 151st General Assembly. "House Bill 430."

aspiring teachers from local communities to enroll in teacher preparation programs and earn a post-secondary degree. Aspiring teachers in these programs spend a majority of their preparation time gaining hands-on classroom leadership experience while receiving support from a mentor, allowing them to be well equipped for their “Day 1” as a certified teacher. Moreover, with the K-12 Teacher occupation now recognized by the United States Department of Labor (USDOL) as a Registered Apprenticeship, many GYO programs across the country, once registered for apprenticeship, are able to access USDOL and other workforce development funds to sustain and expand their impact on the educator workforce.

## ***Procurement Purpose***

Acknowledging the impact of GYO programs on the teacher pipeline, the 151st General Assembly passed House Bill 430 on July 1, 2022, signed into law by the Governor on September 9, 2022. This legislation requests the Delaware Department of Education (DDOE), in partnership with institutions of higher education (IHEs) and local education agencies (LEAs), to launch a 2-year Grow Your Own Educator Program for high-needs schools across the state.

The purpose of the Delaware Grow Your Own Program for High-Needs Schools Competitive Grant is to create multiple entry points for aspiring teachers – who may currently be education assistants, paraprofessionals, substitute teachers, tutors, non-certified employees, parents, guardians, or other community members – to earn their post-secondary degree and become a Delaware teacher no later than summer of 2025. This grant also presents the opportunity for IHE applicants to connect this GYO program across existing statewide initiatives, including high school Teacher Academies, existing residency programs, and scholarship programs.

**The DDOE plans to award grants of \$100,000 each for high-quality proposals.** The final number of grants awarded depends on the competitiveness of the proposals received. Note that IHEs may submit (and are encouraged to submit) more than one proposal.

By increasing IHE enrollment, removing financial barriers, prioritizing extended clinical experience and time spent in the classroom, and recruiting directly from within our local communities, the Delaware Department of Education believes that LEAs and IHEs in our state can strengthen existing relationships and forge new partnerships that will provide a sustainable, high-quality teacher pipeline.

## ***Eligible Applicants***

This competitive solicitation is open to any Institution of Higher Education (IHE) with an approved Delaware educator preparation program. Please note the Mandatory Requirements outlined in the “Application Components” section of this Appendix B, which must all be satisfied in order for an application to be considered.

IHEs must partner with Delaware LEAs with high-needs schools. As defined by the Delaware Department of Education, a public school is classified as high-need if the school maintains a

student population in the top quartile of the state's elementary and secondary schools in three or more of the following areas:

- Percent of low-income students,
- Percent of English learner (EL) students,
- Percent of students with disabilities (SWD), or
- Percent of underrepresented minority students, or if the school has more than 90% of their students classified as low-income, EL, or underrepresented minority.

Using this definition, the following LEAs have high-needs schools:

Capital School District  
 Laurel School District  
 Seaford School District  
 Brandywine School District  
 Red Clay Consolidated School District  
 Christina School District  
 Colonial School District  
 East Side Charter School  
 Edison (Thomas A.) Charter School  
 Charter School of New Castle  
 Kuumba Academy Charter School  
 Gateway Lab School  
 Academia Antonia Alonso  
 Great Oaks Charter School  
 Freire Charter School Wilmington

**Note: IHEs may submit multiple grant applications.** IHEs who wish to submit more than one application should follow the same submission procedures and deadlines for all applications they submit.

### ***Schedule (Eastern Standard Time)***

Event	Time	Date
Pre-Bid Meeting	1:00 p.m.	March 15, 2023
Applicant Questions Submitted	11:59 p.m.	March 23, 2023
DDOE Responses to Questions Posted		March 29, 2023
Application Deadline	12:00 p.m.	April 27, 2023
Notice of Contract Award		May 2023
Proposed Contract Start Date *		May 2023

\*Note: All contract signature deadlines and proposed contract start dates are tentative and subject to all final approvals once grant awards are determined.

## Scope of Work Summary

### *Terms for IHE Applicant*

*The following Scope of Work summary provides an overview of the minimum requirements that selected awardees will be expected to provide upon contract award. See “Attachment 8: Contract Template” for more details.*

1. The Awardee must provide teacher participants (“participants”) with a tuition-free education resulting in a post-secondary degree and certification to teach in Delaware, with certification in at least one certification field. All certification fields offered as part of the proposed partnership must be mutually agreed upon by the Awardee and the proposed Local Education Authority (“LEA”) partner(s). The Awardee must already be approved to offer the certification fields they have proposed in their application(s).
2. Grant funding must entirely cover tuition, textbooks, and fees for all selected participants. No cost for programming shall be passed on to participants.
3. The Awardee must agree to cover the cost of one issuance of each required certification assessment for all selected participants who complete the GYO Delaware program. Unless covered by the Awardee’s approved grant budget, additional issuance of a required certification exam will be paid for by the LEA or participant.
4. The Awardee must work with the partnering LEA to place each participant in a paid paraprofessional position for the duration of their participation in the program. In the second year of a program, participants may continue to serve in a full-time paraprofessional capacity, or they may serve in a full-time paraprofessional-resident capacity. **In no scenario should the participant serve as a teacher-of-record.** LEAs and the Awardee should coordinate to determine which second-year capacity best suits the program and participant.
  - a. For two-year programs in which the participant remains a full-time paraprofessional in both years, the participant should be compensated according to the LEA’s paraprofessional wage schedule, with an incremental wage increase from year 1 to year 2. The IHE Awardee and the LEA partner(s) should coordinate to ensure that the participants gradually assume more responsibility as they progress through the program.
  - b. For two-year programs in which the participant transitions from a full-time paraprofessional in year 1 to a full-time paraprofessional-resident role in year 2, the participant should assume residency-like responsibilities for portions of the school day (for example, the participant may serve as a paraprofessional for the first half of the day, then functionally serve as a teacher resident in the second half of the day). The IHE Awardee and LEA partner(s) should jointly determine the most suitable division of responsibilities for participants, based on participant



- competencies and related course sequence. LEAs may use state residency stipends to supplement typical paraprofessional wages. At minimum, participants who become paraprofessional-residents in year 2 of the program should not experience an overall wage decrease compared to their first year in the program.
- c. Each participant, regardless of second-year capacity, must be assigned to a high-quality cooperating or mentor teacher (also known as a resident advisor).
5. Regardless of whether the participant serves as a full-time paraprofessional or a full-time paraprofessional-resident in year 2, the Awardee and LEA partner(s) must allow for each participant's clinical experience during the program to satisfy the IHE Awardee's clinical internship/student teaching requirements for educator candidates. Once selected and enrolled in the Awardee's GYO Delaware program, participants must be employed by the LEA as a paid, full-time paraprofessional for the entire duration of the program.
  6. The Awardee must work with the LEA partner(s) to ensure that participants will not serve as the teacher of record in a clinical practice setting during their completion of the program.
  7. The Awardee must allow for LEAs to make the final decision on the selection of all participants. All selected participants must meet all state and local requirements for employment as a full-time paraprofessional, as well as all admission requirements for the partner Awardee institution in which they will be enrolled. Prior to their clinical experience, participants must meet all Delaware Department of Education requirements for student teaching clearance.
  8. The Awardee must ensure that if a participant chooses to unenroll from the Awardee's program prior to their completion of the program, the Awardee will allow the LEA in which that participant was placed to select a new participant to enroll in the program at no additional cost to the LEA or the replacement participant.
    - a. Replacement participants may be enrolled up to one (1) semester after program start date; otherwise, if a participant unenrolls after one semester of the program, their seat shall remain unfilled.
    - b. It is the responsibility of the IHE Awardee to bear any costs, if any, associated with enrolling the replacement candidate and ensuring they receive the full course sequence of the proposed program. The LEA and replacement candidate shall not bear any cost.
    - c. All grant payments to the Awardee shall be reimbursement-based, so the Awardee should not retain any funds allocated on a per-participant basis for any participant who unenrolls from the program. Invoices should reflect expenses that are proportional to the number of participants enrolled in the program.
  9. The Awardee must agree to allow any partner LEA, at the LEA's sole discretion, to purchase additional participant seats in the approved GYO Delaware program at the Awardee's prorated amount per participant, as outlined in the grant award and corresponding budget.
  10. The Awardee must submit a proof of participant progress report, at the end of the semester, that outlines program progress and outcomes to date. Minimum semesterly report requirements include:

- a. Participant progress data
  - b. Participant names
  - c. Demographic data
  - d. GPAs
  - e. LEA employer
  - f. Enrollment status (enrolled vs. unenrolled)
  - g. Degree and/or certification currently held
  - h. Any other relevant information as requested by the Delaware Department of Education.
11. The Awardee shall provide to the Delaware Department of Education, within 90 calendar days of the conclusion of the grant term, a written final report that outlines program activities and outcomes. Minimum final report requirements include:
  - a. Comprehensive summary of program activities and outcomes
  - b. Participant progress data outlined in scope item #10.
  - c. Graduation status, certification assessment passage status, and employment status for each participant
  - d. Overall evaluation of program effectiveness, including participant graduation rate and certification assessment passage rates
  - e. LEA satisfaction survey regarding the effectiveness of the participants' preparation as a result of the program
  - f. Participant satisfaction survey, assessing mentor/resident advisor, curriculum, program support, and overall program experience
  - g. Recommendations for program improvements for future participants
12. For the duration of the grant term, the Awardee and all partners must be responsive to all program evaluation requests from the Delaware Department of Education.
13. The Awardee must provide supplementary academic, career, and certification preparation support, within grant funding, to all participants enrolled in the programs, as outlined in their grant application and proposal.
14. The Awardee shall agree to cooperate with the Delaware Department of Education in establishing their Grow Your Own program as a Registered Apprenticeship program, if pursued by the Delaware Department of Education.
15. The Awardee shall agree to coordinate with the Delaware Department of Education and any partner LEAs to have participants pay back grant funds if they do not complete a 3-year teaching commitment in the same LEA they were trained. Payback shall be proportional to the percentage of time the participant spent as a teacher, and funds ultimately shall be reimbursed to the Delaware Department of Education.
16. Unused funding from the Awardee's award may be reallocated or collected, at the discretion of the Delaware Department of Education.
17. The Awardee shall otherwise implement a Grow Your Own program as specified in their application's response to the Application Component section of this RFP, including all specifications outlined by the applicant in response to Mandatory Requirement and Technical Response items.

## Partnership Requirements

All applications must include letter(s) of support signed by the superintendent or head of school from each proposed LEA partner. This letter must certify the following:

- The LEA is willing to participate in the grant program in partnership with the applicant.
- The LEA has reviewed and agrees to its role and responsibilities as a partner, as outlined in the Scope of Work Summary and Technical Response sections of this RFP.
- The LEA certifies that it has been involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed partnership.
- If a grant is awarded, the LEA is willing to sign a formal memorandum of understanding (MoU) with the Delaware Department of Education, as part of its participation in the program, that further outlines and clarifies its role and responsibilities.

Upon grant award, all partnering LEAs will also be required to sign a memorandum of understanding (MoU) with the Delaware Department of Education. See the final page of this Appendix B for a summary of what will be included in this MoU.

## Application Components

### Mandatory Requirements (Pass/Fail)

The applicant must address all mandatory requirement items listed below and provide, in sequence, all requested information and documentation. Applications that do not earn a passing score in all mandatory requirement items will not be considered for award. All mandatory requirements must be met and given a passing score in order for an application to receive remaining scores for the Technical Response section.

Item	Mandatory Requirements	(For state use only:  Score
M1	<b>Contact Info:</b> Detail the name, title, email address, mailing address, and telephone number of the person the Solicitation Coordinator should contact regarding the response.	
M2	<b>Partner Info:</b> Provide the entity name, point of contact, phone number, and email address for each organization involved in this partnership. This should include information for both the IHE submitting the application as well as any LEAs with whom the IHE is proposing to partner.	
M3	<b>Agrees to Scope of Services:</b> Provide a statement confirming that, if awarded a contract, the applicant will accept and agree to all terms and conditions outlined in the section “Terms for IHE Applicant” of this RFP.	

M4	<b>Approved to Certify:</b> Provide a statement confirming that the applicant is already approved to offer recommendation for certification in all of the applicable certification fields, prior to the submission of their application.	
M5	<b>LEA Letter(s) of Support:</b> Include attached letter(s) of support from <b>all</b> proposed partner LEA(s), and/or partnership agreements with each of the proposed partner LEAs. Each letter of support must certify the following: <ul style="list-style-type: none"> <li>• The LEA has reviewed and agrees to its role and responsibilities as a partner, as outlined in the Scope of Work and Technical Response sections of this RFP.</li> <li>• The LEA has been involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed partnership.</li> <li>• If a grant is awarded, the LEA is willing to sign a formal memorandum of understanding (MoU) with the Delaware Department of Education, as part of its participation in the program, that further outlines and clarifies its role and responsibilities.</li> </ul>	
M6	<b>Program Start and End:</b> Provide a statement confirming that at least some participants will begin the program by fall of 2023 and all participants will complete the program by summer of 2025. <i>Note: All proposed programs must be completed by no later than summer of 2025. Specific end dates for each grant contract may vary based on the proposed length of each program, as outlined in the grant application.</i>	
M7	<b>No Cost to Participants:</b> Provide a statement confirming that, if the grant is awarded, participants will not bear any costs from tuition, textbooks, or fees.	
M8	<b>Registered Apprenticeship:</b> Provide a statement indicating that, upon successful program implementation, applicant and LEA partners are willing to participate in registration of the GYO program as an official Registered Apprenticeship with the Delaware Department of Labor, with the Delaware Department of Education serving as sponsor.	
M9	<b>Clinical Experience:</b> Applicants must attest that program participants will have at least one year of clinical experience.	
M10	<b>Teacher Academies:</b> Provide a statement that the applicant and LEA partner(s) agree to allow admission preference for Delaware Teacher Academy alumni.	
M11	<b>Mandatory Responses to Technical Questions:</b> The applicant may not score a "0" on the technical rubric for any of the following technical questions: <ul style="list-style-type: none"> <li>• T7 part 1 (mentor alignment)</li> <li>• T9 (provision of wraparound supports)</li> <li>• T10 (increasing diversity)</li> <li>• T12 (inclusive program design)</li> <li>• T15 (sustainability)</li> </ul>	

## Technical Response (100 Points)

The applicant must address all technical response items and provide, in sequence, the information requested. The evaluation team members will evaluate the responses and assign a score to each item using the rubric below. See **Technical Response Rubric** for a detailed breakdown of how each Technical Response Item will be scored.

#	Technical Response Item	Max Points	Assigned Points (For state use only)
T1	<b>LEA Partners:</b> Provide the applicant's full list of proposed LEA partners.	10	
T2	<b>Participant Seats:</b> Provide the following: <ol style="list-style-type: none"> <li>1) A count of the number of participant seats that will be offered to each LEA partner for the proposed GYO program. Number of seats offered to each LEA may vary and should be based on size and need of the LEA(s).</li> <li>2) A count of the total number of seats offered to all LEA partners for the proposed GYO Delaware grant program.</li> </ol>	25	
T3	<b>Budget, Budget Narrative, and Reimbursement Schedule:</b> Submit a proposed budget (using the example outlined within the attached <i>Budget Template</i> ), and an accompanying budget narrative. The budget must be annualized for each year of the program and must categorize all proposed costs for the program. Additionally, submit a reimbursement schedule, aligned to the applicant's budget and budget narrative, detailing when invoices will be sent and, generally, what will be charged at each program milestone.  <i>Note: Individual application budgets received must not exceed \$100,000.00. IHEs may submit multiple grant applications and be awarded multiple grants.</i>	8	
T4	<b>Certification Type(s):</b> What type of teacher certification(s) will participants earn? Will the proposed program offer a dual certification or add-on option, or single-certification option(s) only?	4	
T5	<b>Program Design:</b> Provide a description of intended program outcomes. At a minimum, this description must outline the following: <ol style="list-style-type: none"> <li>1) How was the vision for the GYO program developed? What process was used to incorporate input from students, educators, paraprofessionals, and diverse stakeholders in the community?</li> <li>2) How did the applicant determine the proposed certification field(s) that will be offered? How was this determination based on the current needs, data trends, and existing talent pools within the</li> </ol>	7	

	<p>partner LEA(s)?</p> <p>3) What post-secondary degree(s) will participants earn as a result of the program?</p> <p>4) Who is the intended recruitment and talent pool for this program, and what degrees or credentials must intended participants currently possess in order to be eligible for the program (e.g., current education assistants with associate's degrees, education assistants with a bachelor's degree, or STEM professionals with at least a bachelor's degree who are seeking a career change)?</p>		
T6	<p><b>Program Details:</b> Provide a timeline of program activity and intended course schedule. This response should include, at a minimum:</p> <ol style="list-style-type: none"> <li>1) Descriptions of how courses will be delivered (online, in-person, hybrid), and an outline of where courses will be offered (e.g. on-campus, online learning management system, etc.)</li> <li>2) Course descriptions and full course schedule for the proposed GYO program, including number of credit hours for the degree</li> </ol>	6	
T7	<p><b>Details of Clinical Experience:</b> Provide a description of the 1-year minimum clinical internship model to be employed during the program. At a minimum, this response must outline the following:</p> <ol style="list-style-type: none"> <li>1) How will high-quality cooperating teachers/resident advisors be chosen and paired? Has/have the applicant's partner LEA(s) recently participated in Comprehensive Induction Program redesign work to ensure novice teachers receive needed supports?</li> <li>2) Will the LEA/IHE partner(s) offer stipends or additional payments to assigned cooperating teachers/resident advisors? If yes, how much will be offered, or are other incentives offered?</li> <li>3) How will participants gradually take on more instructional responsibility over the course of the grant?</li> <li>4) What evaluation process, aligned to DTGSS, will be established to provide feedback to participants and cooperating teachers/resident advisors throughout the program?</li> </ol>	6	
T8	<p><b>IHE-LEA Partnerships:</b> Provide a description of the respective partnership roles between the applicant and the partner LEA(s). Please specify which parties are responsible for which elements of the program.</p>	6	
T9	<p><b>Wraparound Supports:</b> Describe in detail the academic, career, and certification preparation support plan that the IHE will offer to participants to ensure success during their completion of the program. What ongoing support will be offered, if any, following completion of the program?</p>	5	
T10	<p><b>Increasing Diversity:</b> Provide the educator diversity recruitment and hiring goals of the applicant's partner LEA(s). This should include their staff retention goals, specifically in regard to educators of color, including current and projected hiring needs based on current staff data. The</p>	7	

	applicant must outline how both the applicant and the proposed LEA partner(s) intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in the program. The applicant should articulate specific strategies that will help realize these goals.		
T11	<b>Science of Reading:</b> Outline how your program would promote understanding of the Science of Reading within all participants.	3	
T12	<b>Culturally Responsive Teaching:</b> Outline how your program would promote culturally responsive teaching practices.	3	
T13	<b>Trauma-Informed Instruction:</b> Outline how your program would promote understanding of trauma-informed teaching practices.	3	
T14	<b>High-Quality Instructional Material:</b> Describe how candidates will learn to use high-quality/standards-aligned materials to ensure that all students have meaningful access to grade-appropriate, culturally responsive Tier 1 instruction.	3	
T15	<b>Sustainability:</b> Outline how the applicant would propose to sustain the GYO program beyond any grant awards as well as leverage other funding to support the program.	4	
	<i>Score Awarded (Maximum Possible= 100)</i>		

# Budget Template

Grant Budget			
Budget Period (Fiscal Year 20____)			
Expense Category	Grant Award (proposed)	Grantee Contribution (proposed)	Total Project (proposed)
Salaries & Benefits	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Programmatic costs	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

You do not need to list specific names, but in subexpense lines, please indicate job titles associated with the program. In the budget narrative, elaborate on how the roles support program outcomes.

This should include expenses for textbooks and any other program materials.

Please ensure that the budget costs are annualized. You may (1) complete a separate budget table for each year of the program, then include a summary table of total program costs per roll-up expense category, or (2) complete a single budget table for all years of the program, clearly indicating to which year of the program each expense line (or subexpense line) applies.

For any start-up expenses that may only be borne in year 1 of the program, please include these expenses in year 1 only (you do not need to calculate an average annual rate of such expenses).

Indicate any matching funds or third-party contributions that would support the operation of this grant program (not required).

This should include subexpense lines for tuition, the costs of licensure assessments, and any other fees. This should be given at a rate per participant, then multiplied out by number of participants.



# Technical Response Rubric

Question	Points Earned			
<b>T1: LEA Partners:</b> Provide the applicant's full list of proposed LEA partners.	<b>2 points</b> Applicant proposes to partner with 1 LEA.	<b>5 points</b> Applicant proposes to partner with 2 LEAs with high-need school(s).	<b>8 points</b> Applicant proposes to partner with 3-4 LEAs with high-need school(s).	<b>10 points</b> Applicant proposes to partner with 5+ LEAs with high-need school(s).
<b>T2: Participant Seats:</b> Please provide the following:  A count of the number of participant seats that will be offered to each LEA partner for the proposed GYO program. Note: number of seats offered to each LEA can vary and should be based on size and need of LEA(s).  A count of the total number of seats offered to all LEA partners for the proposed GYO Delaware grant program.	<b>Maximum Points: 25 points</b>  Score = (Number of total participants applicant can support / maximum number of total participants supported across all applications received) * 25			
<b>T3: Budget and Budget Narrative:</b> Submit a proposed budget (using the attached <i>Budget Template</i> ), and an accompanying budget narrative. The budget must be annualized for each year of the program and must categorize all proposed costs for the program. Additionally, submit a reimbursement schedule, aligned to the applicant's budget and budget narrative, detailing when invoices will be sent and, generally, what will be charged at each program milestone.	<b>0 points</b> The item is not addressed.	<b>3 points</b> IHE provides both a budget and budget narrative for the program, but items are poorly detailed, contain several errors, and/or do not clearly align to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.	<b>5 points</b> IHE provides both a budget and budget narrative for the program, but items are somewhat lacking in detail, contain errors, and/or only somewhat align to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.	<b>8 points</b> IHE provides both a budget and budget narrative for the program, and items are well detailed, contain no errors, and are clearly aligned to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.
<b>T4: Certification Type(s):</b> What type of teacher certification(s) will participants earn? Will the proposed program offer a dual certification or add-on option, or single-certification option(s) only?	<b>0 points</b> The item is not addressed.	<b>1 point</b> The applicant offers a single-certification only.	<b>2 points</b> The applicant offers dual-certification.	<b>4 points</b> The applicant offers dual-certification, including in SPED.

<p><b>T5: Program Design:</b> Provide a description of intended program outcomes. At a minimum, this description must outline the following:</p> <p>How was the vision for the GYO program developed? What process was used to incorporate input from students, educators, paraprofessionals, and diverse stakeholders in the community?</p> <p>How did the applicant determine the proposed certification field(s) that will be offered? How was this determination based on the current needs, data trends, and existing talent pools within the partner LEA(s)?</p> <p>What post-secondary degree(s) will participants earn as a result of the program?</p> <p>Who is the intended recruitment and talent pool for this program, and what degrees or credentials must intended participants currently possess in order to be eligible for the program (e.g., current education assistants with associate's degrees, education assistants with a bachelor's degree, or STEM professionals with at least a bachelor's degree who are seeking a career change)?</p>	<p><b>0 points</b> The item is not addressed. Applicant does not describe a visioning process that included input from students, educators, paraprofessionals, and diverse stakeholders in the community.</p>	<p><b>2 points</b> Response does not contain a clear description of intended program design, and/or two or more of the required components are missing or lacking in sufficient detail.</p>	<p><b>4 points</b> Response contains a clear description of intended program design, but one of the required components is missing or lacking in sufficient detail.</p>	<p><b>7 points</b> Response contains a clear description of intended program design, and all of the required components are fully addressed in sufficient detail. Program is clearly designed with community priorities in mind.</p>
<p><b>T6: Program Details:</b> Provide a timeline of program activity and intended course schedule. This response should include, at a minimum:</p> <p>Descriptions of how courses will be delivered (online, in-person, hybrid), and an outline of where courses will be offered (e.g. on-campus, online learning management system, etc.)</p> <p>Course descriptions and full course schedule for the proposed GYO program, including number of credit hours for the degree.</p>	<p><b>0 points</b> The item is not addressed.</p>	<p><b>2 points</b> Timeline and course schedule are unclear or incomplete, or two of the required components are missing or lacking in sufficient detail.</p>	<p><b>4 points</b> Timeline and course schedule are complete, but one of the required components is missing or lacking in sufficient detail.</p>	<p><b>6 points</b> Timeline and course schedule are complete, and all of the required components are provided in sufficient detail.</p>

<p><b>T7: Details of Clinical Model:</b> Provide a description of the residency and 1-year minimum clinical internship model to be employed during the program. At a minimum, this response must outline the following:</p> <p>How will high-quality cooperating teachers/resident advisors be chosen and paired? Has/have the applicant's partner LEA(s) recently participated in Comprehensive Induction Program redesign work?</p> <p>Will the LEA partner(s) offer stipends or additional payments to assigned cooperating teachers/resident advisors? If yes, how much will be offered?</p> <p>How will participants gradually take on more instructional responsibility over the course of the grant?</p> <p>What evaluation process, aligned to DTGSS, will be established to provide feedback to participants throughout the program?</p>	<p><b>0 points</b> The item is not addressed. Applicant fails to propose how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>2 points</b> Response does not contain a clear description of the clinical model to be employed during the program, and/or two or more of the required components are missing or lacking in sufficient detail.  Applicant adequately proposes how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>4 points</b> Response contains a clear description of the clinical model to be employed during the program, but one of the required components is missing or lacking in sufficient detail.  Applicant adequately proposes how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>6 points</b> Response contains a clear description of the clinical model to be employed during the program, and all required components are addressed in sufficient detail.  Response articulates how the cooperating teacher pairing process aligns to the Delaware Department of Education's Comprehensive Induction Program (CIP), and the applicant's partner(s) indicate they recently participated in CIP redesign work.</p>
<p><b>T8: IHE-LEA Partnerships:</b> Provide a description of the respective partnership roles between the applicant and the partner LEA(s). Please specify which parties are responsible for which elements of the program.</p>	<p><b>0 points</b> The item is not addressed.</p>	<p><b>2 points</b> Narrative is incomplete and/or lacks a clear outline of responsibilities for each party.</p>	<p><b>4 points</b> Narrative is complete and includes a clear outline of responsibilities for each party, but lacks some level of detail describing responsibilities of each party in managing specific elements of the grant program, including recruitment, selection and placement of candidates, etc.</p>	<p><b>6 points</b> Narrative is complete and includes a clear outline of responsibilities for each party, with a high level of detail describing responsibilities of each party in managing specific elements of the grant program, including recruitment, selection and placement of candidates, etc.</p>
<p><b>T9: Wraparound Supports:</b> Describe in detail the academic, career, and certification preparation support plan that the IHE will offer to participants to ensure success during their completion of the program. What ongoing support will be offered, if any, following completion of the program?</p>	<p><b>0 points</b> The item is not addressed.</p>	<p><b>1 point</b> Narrative provides a poor level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants, and does not clearly outline how support will be differentiated based on the prior experience of the participants.</p>	<p><b>3 points</b> Narrative provides a high level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants but does not clearly outline how support will be differentiated based on the experiences of the participants.</p>	<p><b>5 points</b> Narrative provides a high level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants to ensure success both during and after their completion of the program. Narrative provides a clear outline of how support will be differentiated based on the experiences of the participants.</p>

<b>T10: Increasing Diversity:</b> Provide the educator diversity recruitment and hiring goals of the applicant's partner LEA(s). This should include their staff retention goals, specifically in regard to educators of color, including current and projected hiring needs based on current staff data. Outline how both the applicant and the proposed LEA partner(s) intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in the program. The applicant should articulate specific strategies that will help realize these goals.	<b>0 points</b> The item is not addressed.	<b>2 points</b> Response describes a superficial attempt to increase the diversity of teaching staff, and it fails to outline concrete steps to help realize the goal articulated in response to mandatory requirement item #13.	<b>4 points</b> Response contains a description of how both the applicant and the proposed LEA partners intend to take steps to increase the diversity of the LEA's teaching staff. The application may not identify multiple meaningful strategies they will take towards achieving the goal(s) articulated in response to mandatory requirement item #13, or the application may fail to make an explicit link to mandatory requirement item #11.	<b>7 points</b> Response contains a clear description of how both the applicant and the proposed LEA partners intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in this grant program. The application identifies a variety of specific steps they will take towards achieving the goal(s) articulated in this response.. Narrative considers long-term retention strategies and incentives.
<b>T11: Science of Reading:</b> Outline how your program would promote understanding of the Science of Reading within all participants.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science of Reading."	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science of Reading." Description lacks specificity around how the "Science of Reading" will be embedded.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science of Reading." Description includes a high level of specificity around how the "Science of Reading" will be embedded within coursework for all participants.
<b>T12: Culturally Responsive Teaching:</b> Outline how your program would promote culturally responsive teaching practices.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices.	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices. Description lacks specificity around how culturally responsive teaching practices will be embedded within coursework.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the culturally responsive teaching practices. Description includes a high level of specificity around how culturally responsive teaching practices will be embedded within coursework for all participants.
<b>T13: Trauma-Informed Instruction:</b> Outline how your program would promote understanding of trauma-informed teaching practices.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in trauma-informed teaching practices.	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices. Description lacks specificity around how trauma-informed teaching practices will be embedded within coursework.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the culturally responsive teaching practices. Description includes a high-level of specificity around how trauma-informed teaching practices will be embedded within coursework for all participants.
<b>T14: High-Quality Instructional Material:</b> Describe how candidates will	<b>0 points</b> The item is not	<b>1 point</b> Applicant provides a poorly	<b>2 points</b> Applicant provides a moderately detailed	<b>3 points</b> Applicant provides a highly detailed description of

learn to use high-quality/standards-aligned materials to ensure that all students have meaningful access to grade-appropriate, culturally responsive Tier 1 instruction.	addressed.	detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM/standards-aligned materials.	description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM. Description lacks specificity around how HQIM/standards-aligned materials will be embedded within coursework.	how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM. Description includes a high-level of specificity around how HQIM/standards-aligned materials will be embedded within coursework for all participants.
<b>T15: Sustainability:</b> Outline how the applicant would propose to sustain the GYO program beyond any grant awards as well as leverage other funding to support the program.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides vague proposal to sustain the GYO program beyond grant awards.	<b>2 points</b> Applicant outlines a proposal to sustain the GYO program beyond grant awards, but the applicant fails to reference specific funding sources, strategies, or tuition discounts that may be braided together to keep overall costs down.	<b>4 points</b> Applicant outlines a detailed, thoughtful, and realistic proposal to sustain the GYO program beyond grant awards, referencing specific funding sources, strategies, or tuition discounts that may be braided together to keep overall costs down.

## Appendix C - MoU between DDOE and Partner LEA(s)

Upon award, all partnering LEAs will be required to sign an MoU with DDOE. This MOU will include, at minimum, the following terms:

- The LEA is willing to participate in the GYO Delaware grant program, in partnership with the IHE applicant. The LEA will partner with the IHE to ensure each participant serves in an education assistant (also known as a paraprofessional) position for a minimum of 1-year.
- The LEA must employ participants as paid education assistants and ensure participants serve in classrooms with highly effective cooperating (also known as Resident Advisor) teachers that will serve as clinical mentors. Each participant must be assigned to a high-quality cooperating teacher.
- The LEA certifies that it has been actively involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed GYO Delaware partnership.
- The LEA acknowledges that in the paid education assistant role, participants must engage in instructional activities such as co-teaching, planning for instruction, small groups, tutoring, professional learning communities and grading.
- The LEA acknowledges that in the education assistant role, participants may not be assigned non-instructional duties during the instructional day such as lunchroom monitoring, substitute teaching (except when the participant's cooperating teacher is absent), study hall, office duty, or in-school suspension. This grant does not limit duties assigned before or after the regular school day.
- The LEA certifies that the participant will not serve as the teacher-of-record for any part of the program.
- The LEA will enter into an agreement with participants to ensure a commitment to teach within their LEA for a minimum of three years upon earning their teaching certification (with conditions for repayment if a participant does not fulfill this commitment).
- The LEA is able to replace a candidate at no additional cost into the program if a previous candidate drops out within one (1) semester of start of the program. Replacement participants may be enrolled up to one (1) semester after program start date.
- The LEA reserves the right to purchase additional seats at the prorated amount per participant, as outlined in the grant award. (For example, if an IHE says they can produce 14 candidates for the \$100,000 grant, then the LEA may purchase additional "seats" at \$7,143 per candidate with their own funds, separate from this GYO Delaware grant program.)

## Appendix B – Second Request for Proposal (RFP)

**REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES**  
**Delaware Grow Your Own Program for High-Needs Schools – Round 2**  
**ISSUED BY DELAWARE DEPARTMENT OF EDUCATION**  
**CONTRACT NUMBER DOE2023-19**

**Contents:**

- I. Overview
  - II. Scope of Services
  - III. Required Information
  - IV. Professional Services RFP Administrative Information
  - V. Contract Terms and Conditions
  - VI. RFP Miscellaneous Information
  - VII. Attachments
- Appendix A - MINIMUM MANDATORY SUBMISSION REQUIREMENTS
- Appendix B - SCOPE OF WORK AND TECHNICAL REQUIREMENTS
- Appendix C – MoU between DDOE and Partner LEA(s)

**\*\* [Ctrl+Click on the headings above will take you directly to the section.](#)**

**I. Overview**

The State of Delaware Department of Education, seeks professional services to design and execute Grow Your Own Programs for high-needs schools in Delaware. This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981](#) and [6982](#).

The proposed schedule of events subject to the RFP is outlined below:

Public Notice	Date: <b>June 19, 2023</b>
Voluntary Pre-Bid Meeting	Date: <b>June 22, 2023</b> at 12:00 PM (Local Time)
Deadline for Questions	Date: <b>July 11, 2023</b>
Response to Questions Posted by	Date: <b>July 17, 2023</b>
Deadline for Receipt of Proposals	Date: <b>August 3, 2023</b> at 12:00 PM (Local Time)
Estimated Notification of Award	Date: <b>September 2023</b>

Each proposal must be accompanied by a transmittal letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The transmittal letter must also clearly state and justify any exceptions to the requirements of the RFP which the



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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 Pre-Bid Meeting**

A voluntary pre-bid meeting has been scheduled for **June 22, 2023 at 12:00 PM (Local Time)**. **This is a voluntary meeting.** While attendance is voluntary, it is strongly encouraged as there will be an opportunity for questions at the end of the presentation.

Attend Virtually:

Pre-Bid Meeting - GYO Grant  
Hosted by Ann Hlabangana-Clay

Join from the Meeting Link  
<https://de-doe.webex.com/de-doe/j.php?MTID=meb42a17cd485a745753ff163ca4497d7>

Join by meeting number  
Meeting number (access code) 2623 656 2612  
Meeting Password: PAbPwpFn546

Join by phone: +1-415-655-0001 US Toll  
[Global call-in numbers](#)

**II. Scope of Services**

Scope of services are outlined in Appendix B, SCOPE OF WORK, "Delaware Grow Your Own Program for High-Needs Schools, Round 2," which is attached to this RFP.

**III. Required Information**

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

**A. Minimum Requirements**

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

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

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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. All required attachments must be submitted with the paper and electronic versions.
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 8, subsection g (insurance).

**B. General Evaluation Requirements**

Please refer to Appendix B for all general evaluation requirements, and scoring criteria.

**IV. Professional Services RFP Administrative Information**

**A. RFP Issuance**

**1. Public Notice**

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

**2. Obtaining Copies of the RFP**

This RFP is available in electronic form through the State of Delaware Procurement website at [www.bids.delaware.gov](http://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](mailto: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**

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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.

**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 **Two (2)** paper copies including a price proposal and **One (1)** electronic copies on separate USB memory drives. For electronic copies, please provide a

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separate pricing file from the rest of the RFP proposal responses (electronic copies should minimally have two separate files: proposal and pricing). Paper and electronic versions should be identical and include all required documents.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than **12:00 PM (Local Time)** on **August 3, 2023**. 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, Rm. 279**  
**401 Federal Street, Ste. 2**  
**Dover, DE 19901**

**Vendors are directed to clearly print “BID ENCLOSED” and “CONTRACT NO. 2023-19” 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 the date of proposal receipt. 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**

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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 shall not be disclosed in accordance with Governor Jack A. Markell's [Executive Order # 31](#) signed on October 20, 2011 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 increase obligation for a vendor's failure to accurately estimate the costs or resources required to meet the obligations defined in the proposal.

**11. Confidentiality of Documents**

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.

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Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled “Confidential Business Information” 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 as a result of this procurement. The State will make contract payments only to the awarded vendor. Payments to any-subcontractors are the sole responsibility of the prime vendor (awarded vendor).

Nothing in this section shall prohibit the State of Delaware from the full exercise of its options under Section IV.B.17 regarding multiple source contracting.

**b. Sub-contracting**

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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 participate in more than one proposal. See Appendix B for details.

**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 received no later than **July 11, 2023**. All questions should be posted on DDOE's website at: <https://bids.doe.k12.de.us/#home>. 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](http://www.bids.delaware.gov) by the date of **July 17, 2023**. Vendor names will be removed from questions in the responses released. Questions should be submitted in the following format. Deviations from this format will not be accepted.

Section number

Paragraph number

Page number

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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.



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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](http://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. Failure to notate exceptions will waive vendor's ability to negotiate the specifications, terms or conditions outlined in this RFP. Acceptance of exceptions is within the sole discretion of the evaluation committee.

**23. Business References**

Not applicable for this solicitation. Please refer to Appendix B requirements.

**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 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**

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

**Criteria Weight**

All proposals shall be evaluated using the same criteria and scoring process. The criteria and maximum points for each to be used by the Evaluation Team to evaluate proposals are outlined within Appendix B of this RFP.

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

**3. Proposal Clarification**

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

**4. References**

The Evaluation Team may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the 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.

**V. Contract Terms and Conditions**

**1. Contract Use by Other Agencies**

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

**2. 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).

**3. As a Service Subscription**

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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.

**4. General Information**

- a.** The term of the contract between the successful bidder and the State shall be for **2 (two)** years with **no** optional extensions.
- b.** 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.
- c.** 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.
- d.** 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.
- e.** The successful vendor shall promptly execute a contract incorporating the terms of this RFP within twenty (20) days after award of the contract. No vendor is to begin any service prior to receipt of a 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.
- f.** If the vendor to whom the award is made fails to enter into the agreement as herein provided, the award will be annulled, and an award may be made to another vendor. Such vendor shall fulfill every stipulation embraced herein as if they were the party to whom the first award was made.
- g.** 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.
- h.** Vendors are not restricted from offering lower pricing at any time during the contract term.

**5. Collusion or Fraud**

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

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

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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.

**6. 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.

**7. 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.

**8. General Contract Terms**

**a. Independent Contractors**

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

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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.

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

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

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

**c. ACA Safe Harbor**

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

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**d. Licenses and Permits**

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

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

**e. 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**

**f. Indemnification**

**1. General Indemnification**

By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the 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.

**2. Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the 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:

- a.** Procure the right for the State of Delaware to continue using the Product(s);

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b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or

c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

**g. Insurance**

1. Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

2. The vendor shall maintain such insurance as will protect against claims under 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.

3. 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.

b. Commercial General Liability - \$1,000,000.00 per occurrence/\$3,000,000 per aggregate.

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 occurrence/\$3,000,000 per aggregate



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- b. Miscellaneous Errors and Omissions - \$1,000,000 per occurrence/\$3,000,000 per aggregate
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate

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

**DELAWARE DEPARTMENT OF EDUCATION**

**Contract No: DOE2023-19**

**State of Delaware**

**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.

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

5. The State of Delaware shall not be named as an additional insured, BUT must be named as a Certificate Holder.

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

**h. Performance Requirements**

The selected vendor will warrant that it possesses, or has arranged through subcontractors, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all Federal and State laws, and County and local ordinances, regulations and codes.

**i. BID BOND**

There is no Bid Bond Requirement.

**j. PERFORMANCE BOND**

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There is no Performance Bond requirement.

**k. 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.

**l. 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.

**m. 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%).

**n. Liquidated Damages**

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

**o. 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.

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

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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.

**p. Remedies**

Except as otherwise provided in this solicitation, including but not limited to Section 8.o 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.

**q. Termination of Contract**

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

**1. Termination for Cause**

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

On receipt of the contract cancellation notice from the State, the vendor shall have no less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not 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.

**2. Termination for Convenience**

The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials 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.

**3. Termination for Non-Appropriations**

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

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**r. 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.

**s. 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.

**t. Vendor Activity**

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

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

**v. 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.

**w. 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.

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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) 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.

**x. 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.

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.

**y. 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](#)

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**z. 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.

**aa. 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.

**bb. Applicable Law**

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

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

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

**cc. 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.

**dd. 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

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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.

**ee. 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) 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.

**ff. 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. In general, all EIT systems 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://www.doe.k12.de.us/Page/3458>. EIT is defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. Please note that EIT includes Information Technology, also defined at FAR 2.101.

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 in the execution of this contract, including any equipment, software, services, or commercial products. 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. A sample VPAT template is found here: <https://www.itic.org/policy/accessibility/vpat>. 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. All VPATs must be approved by DDOE prior to production deployment of EIT.

If any service, product or deliverable furnished pursuant to this Agreement does not conform with the Department's accessibility standards, 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 included as an attachment to this



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RFP. 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](#).

**gg. 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.

**hh. 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.

**ii. 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.

**jj. IRS 1075 Publication**

**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



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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.

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.

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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 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.

#### **kk. Other General Conditions**

1. **Current Version** – "Packaged" application and system software shall be the most current version generally available as of the date of the physical installation of the software.
2. **Current Manufacture** – Equipment specified and/or furnished under this specification shall be standard products of manufacturers regularly engaged in the production of such equipment and shall be the manufacturer's latest design. All material and equipment offered shall be new and unused.
3. **Volumes and Quantities** – Activity volume estimates and other quantities have been reviewed for accuracy; however, they may be subject to change prior or subsequent to award of the contract.
4. **Prior Use** – The 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.
5. **Status Reporting** – The selected vendor will be required to lead and/or participate in status meetings and submit status reports covering such items as progress of work being

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performed, milestones attained, resources expended, problems encountered and corrective action taken, until final system acceptance.

**6. Regulations** – All equipment, software and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.

**7. Assignment** – Any resulting contract shall not be assigned except by express prior written consent from the Agency.

**8. 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.

**9. 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.

**10. 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.

**11. W-9** - The State of Delaware requires completion of the [Delaware Substitute Form W-9](https://esupplier.erp.delaware.gov) 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.

**12. Purchase Orders** – Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOE2023-18** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

**13. 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.

**14. Additional Terms and Conditions** – The State of Delaware reserves the right to add terms and conditions during the contract negotiations.

## **VI. RFP Miscellaneous Information**

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

### **2. Definitions of Requirements**

To prevent any confusion about identifying requirements in this RFP, the following definition is offered: The words *shall*, *will* and/or *must* are used to designate a mandatory requirement.

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Vendors must respond to all mandatory requirements presented in the RFP. Failure to respond to a mandatory requirement may cause the disqualification of your proposal.

**3. Production Environment Requirements**

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.

**VII. 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 – Office of Supplier Diversity Application – FOR INFORMATION PURPOSES ONLY – THIS IS NOT REQUIRED AS PART OF A RESPONSE TO THIS SOLICITATION.
- Attachment 6 – Delaware Department of Education Standard Contract Template
- Appendix A – Minimum Response Requirements
- Appendix B – Scope of Work / Technical Requirements

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### **IMPORTANT – PLEASE NOTE**

- **Attachments 2, 3, and 4 must be included in your paper & electronic proposals**
- **Appendix B – Required Supporting Attachments must be included.**

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

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Attachment 1

NO PROPOSAL REPLY FORM

Contract No. DOE2023-19

Contract Title: Delaware Grow Your Own Program for  
High-Needs Schools – Round 2

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.:** DOE2023-19  
**CONTRACT TITLE:** Delaware Grow Your Own Program for High-Needs Schools – Round 2  
**DEADLINE TO RESPOND:** August 3, 2023 at 12:00 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.

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

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

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

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

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

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

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

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

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

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

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

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

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

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

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

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

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

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

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

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





**Contract No. DOE2023-19**

**Contract Title: Delaware Grow Your Own Program for High-Needs Schools – Round 2**

**CONFIDENTIAL INFORMATION FORM**

☐ By checking this box, the vendor acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 *Del. C. Ch. 100*, Delaware Freedom of Information Act.

<b>Confidentiality and Proprietary Information</b>

**Note: Vendor may use additional pages as necessary, but the format shall be the same as provided above.**



**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](mailto:OSD@Delaware.gov)

For more information, please send an email to OSD:

[OSD@Delaware.gov](mailto:OSD@Delaware.gov) or call 302-577-8477

Self-Register to receive business development information here:

<http://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, 10<sup>th</sup> Floor  
Wilmington, DE 19801

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

Email: [OSD@Delaware.gov](mailto: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 Grow Your Own Program for High-Needs Schools Round 2 - RFP#DOE2023-19

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 \_\_\_\_\_; and (c) VENDOR's response to the request for proposals, attached hereto as Appendix \_\_\_\_\_. The aforementioned documents are specifically incorporated into this Agreement and made a part hereof.

1.3 DDOE may, at any time, by written order, make changes in the scope of this Agreement and in the services or work to be performed. No services for which additional compensation may be charged by VENDOR 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.**

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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 \_\_\_\_\_.

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 \$\_\_\_\_\_. 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 – Any electronic or information technology developed for or on behalf of DDOE shall have no errors or warnings for WCAG 2.0 Level AA success criteria unless has an exception in writing. Reviewable issues are permitted. VENDOR may be asked to provide documentation to show that delivered work product satisfies all applicable accessibility criteria. DDOE reserves the right to audit the work product at any time for accessibility compliance, and any issues found will be the responsibility of VENDOR to remediate.

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.

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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 .

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 .

#### **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

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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

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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



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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

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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

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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 effected 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.

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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 IMS Global Learning Consortium (IMS), 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.

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, VENDOR shall be required to complete an annual technology roadmap session with DDOE.

**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.

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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 the 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 be obliged to maintain a comprehensive information security program that is reasonably designed to protect security, privacy, confidentiality, and integrity of state data with appropriate administrative, technological, and physical safeguards. VENDOR shall store on encrypted volumes all confidential and sensitive state data that is placed on mobile computing devices including laptops. All data transmitted over the Internet must be encrypted.

24.4 Upon DDOE's request or at the latest, upon expiration of the Agreement, all existing state data acquired during the term of the Agreement or created as part of the Agreement shall be returned to DDOE or shall be irretrievably deleted by the VENDOR. The deletion shall take place, at the latest, upon the expiry of mandatory state data protection law periods. Upon request by DDOE, the deletion is to be confirmed in writing.

24.5 In the event a breach, of the obligations herein detailed or if indications of such a breach exist, VENDOR shall undertake to inform DDOE of the breach without undue delay.

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/ICE 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.

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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;
- 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

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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.

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



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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

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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.

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.**

## Department of Education

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.

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:

Kim D. Klein  
Associate Secretary, Operations Support  
Delaware Department of Education  
John G. Townsend Building  
401 Federal Street, Suite 2  
Dover, DE 19901  
Phone No. (302) 735-4040  
Fax No. (302) 739-7768

DOE Certificated Staff coordinating activity:

Next Page for Signatures.

STATE OF DELAWARE  
Department of Education

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

VENDOR

Delaware Department of Education

\_\_\_\_\_  
(Official of VENDOR)  
Project Manager

\_\_\_\_\_  
Associate Secretary, Date  
Operations Support (or Designee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Director Initials

\_\_\_\_\_  
(Official of VENDOR)  
Principal Investigator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Work Group Director  
Initials

## **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. One (1) complete, signed and notarized copy of the non-collusion agreement (See Attachment 2). "ORIGINAL", MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. All other copies may have reproduced or copied signatures – Form must be included.
4. One (1) completed RFP Exception form (See Attachment 3) – please check box if no information – Form must be included.
5. One (1) completed Confidentiality Form (See Attachment 4) – please check if no information is deemed confidential - Form must be included.
6. Appendix B – all requirements must be met.
7. One (1) completed Budget Template (See Appendix B Budget Template example) – document must be included.

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: **(Please note: Paper & Electronic copies should be identical and include ALL required documents.)**

1. **Two (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. Each paper copy must include all required documents including a price proposal.
2. **One (1)** electronic copies of the vendor proposal saved to separate USB memory sticks. Copy of electronic price file shall be a separate file from all other files on the electronic copy. (Each USB should minimally have two separate files: proposal and pricing.) Each electronic copy of the proposal must be identical to paper versions and include all required documents.



**Delaware Grow Your Own Program  
for High-Needs Schools, Round 2  
Request for Proposals (RFP) –  
DOE2023-19 DE GYO 2**

**Delaware Department of Education | June 19, 2023**

**Application Due Dates:**

**August 3, 2023 at 12:00 PM (local time)**

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# General Information

## Background

The growing teacher shortage is an increasingly urgent issue around the United States and in the state of Delaware. According to data from the American Association of Colleges for Teacher Education (AACTE), the number of students earning an undergraduate degree in education has dropped from 200,000 annually in the early 1970s to less than 90,000 in 2018-19<sup>1</sup>. The coronavirus pandemic has further contributed to declining participation in teacher preparation programs<sup>2</sup>. This national trend has not left the First State unaffected. At the beginning of the 2022-23 school year, Delaware had more than 300 teacher vacancies<sup>3</sup>. Further burdening the issue, prek-12 student enrollment is increasing at a rate faster than the projected growth rate of the teacher workforce, and nearly 20% of Delaware's public-school educators and paraprofessionals are eligible to retire in the next five years<sup>4</sup>.

At the same time, Delaware, like the rest of the nation, also faces a teacher diversity challenge. As pointed out by the 151st General Assembly, "Studies document that students are more motivated and inspired to learn, retain and achieve when they are taught by teachers who reflect a rich diverse and cultural background similar to the student population and the school community."<sup>5</sup> Unfortunately, currently only 18% of Delaware's educator workforce identifies as a race other than white, compared to 58% of the student population<sup>6</sup>. There is an urgent need to develop pipelines that equip teachers – especially teachers of color – to enter and remain in the Delaware teaching workforce.

Despite these challenges, "Grow Your Own" (GYO) strategies offer a promising solution for increasing teacher diversity, improving teacher recruitment and retention efforts, and lowering barriers to entry that may prevent passionate, talented individuals from earning their degree and entering the teaching profession. Research suggests that educators are more likely to teach within 40 miles of their hometowns<sup>7</sup>. By recruiting from within local communities, school LEAs are able to tap into a diverse talent pool that is more likely to reflect the student population. Within the last few years, a number of states, including [Tennessee](#) and [West Virginia](#), have

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<sup>1</sup> *Colleges of Education: A National Portrait Second Edition*. (n.d.). <https://aacte.org/wp-content/uploads/2022/03/Colleges-of-Education-A-National-Portrait-Executive-Summary.pdf>

<sup>2</sup> *Colleges of Education: A National Portrait Second Edition*. (n.d.). <https://aacte.org/wp-content/uploads/2022/03/Colleges-of-Education-A-National-Portrait-Executive-Summary.pdf>

<sup>3</sup> Rutz, Jarek. "Delaware schools need 500 teachers. Here's where." *Delaware LIVE*, 7 September 2022, <https://delawarelive.com/delaware-schools-need-500-teachers-heres-where/>. Accessed 18 January 2023.

<sup>4</sup> 151st General Assembly. "House Bill 430." *Bill Detail - Delaware General Assembly*, 17 May 2022, <https://legis.delaware.gov/BillDetail/109531>. Accessed 18 January 2023

<sup>5</sup> 151st General Assembly. "House Bill 430."

<sup>6</sup> Rodel Foundation of Delaware. "Rodel." *Rodel*, 3 June 2022, <https://rodelde.org/delaware-advances-grow-your-own-teacher-efforts-as-teacher-shortage-drags-on/>. Accessed 18 January 2023.

<sup>7</sup> 151st General Assembly. "House Bill 430."



received national attention for Grow Your Own strategies that remove financial barriers for aspiring teachers from local communities to enroll in teacher preparation programs and earn a post-secondary degree. Aspiring teachers in these programs spend a majority of their preparation time gaining hands-on classroom leadership experience while receiving support from a mentor, allowing them to be well equipped for their “Day 1” as a certified teacher. Moreover, with the K-12 Teacher occupation now recognized by the United States Department of Labor (USDOL) as a Registered Apprenticeship, many GYO programs across the country, once registered for apprenticeship, are able to access USDOL and other workforce development funds to sustain and expand their impact on the educator workforce.

## ***Procurement Purpose***

Acknowledging the impact of GYO programs on the teacher pipeline, the 151st General Assembly passed House Bill 430 on July 1, 2022, signed into law by the Governor on September 9, 2022. This legislation requests the Delaware Department of Education (DDOE), in partnership with institutions of higher education (IHEs) and local education agencies (LEAs), to launch a 2-year Grow Your Own Educator Program for high-needs schools across the state.

The purpose of the Delaware Grow Your Own Program for High-Needs Schools Competitive Grant Round 2 is to create multiple entry points for aspiring teachers – who may currently be education assistants, paraprofessionals, substitute teachers, tutors, non-certified employees, parents, guardians, or other community members – to earn their post-secondary degree and become a Delaware teacher. This grant also presents the opportunity for IHE applicants to connect this GYO program across existing statewide initiatives, including high school Teacher Academies, existing residency programs, and scholarship programs.

**This Grant builds upon the first round Grow Your Own Program for High-Needs Schools Competitive Grant (contract *DOE23018-DE\_GYO*)**, which closed on April 27, 2023. The table below summarizes key differences and similarities between Round 1 and Round 2 grants.

Feature	Round 1	Round 2
Eligible certification area	All certification areas were considered. Additional points were awarded for SPED certification.	Only secondary certification areas will be considered (mandatory response #4). Certification areas that span K-12 are permitted. Additional points will still be given for SPED certification (technical response #4).
Length of program	Candidates were required to be able to become teachers-of-record by fall 2025.	Additional rubric points are awarded to applicants who offers programs that will be completed by fall of 2025 (technical response #16). Candidates are required to complete their program and become teachers-of-record by fall 2026 (mandatory response #6).

Eligible applicants	Only in-state IHEs were eligible to apply.	Out-of-state IHEs that are CAEP accredited and offer preparation pathways that lead to a degree and licensure to teach in Delaware are eligible to apply (“Eligible Applicants”). In-state IHEs are given preference in the scoring rubric (technical response #17).
Budget/Budget Narrative	Applicants were not required to give consideration for Pell Grants in their budget/budget narrative.	All applicants should consider external financial aid sources such as Pell Grants before submitting their budget, and the availability of such funds should be factored into the amount of funds requested (and net program costs indicated) by the applicant. The Delaware Department of Education may choose not to make an award until Pell eligibility is applied.

**The DDOE plans to award grants of \$100,000 each for high-quality proposals.** The final number of grants awarded depends on the competitiveness of the proposals received. Note that IHEs may submit (and are encouraged to submit) more than one proposal.

By increasing IHE enrollment, removing financial barriers, prioritizing extended clinical experience and time spent in the classroom, and recruiting directly from within our local communities, the Delaware Department of Education believes that LEAs and IHEs can strengthen existing relationships and forge new partnerships that will provide a sustainable, high-quality teacher pipeline.

### ***Eligible Applicants***

This competitive solicitation is open to any Institution of Higher Education (IHE) with an approved Delaware educator preparation program. Out-of-state IHEs that are CAEP accredited and offer preparation pathways that lead to a degree and licensure to teach in Delaware are also eligible to apply. Please note the Mandatory Requirements outlined in the “Application Components” section of this Appendix B, which must all be satisfied in order for an application to be considered.

IHEs must partner with Delaware LEAs with high-needs schools. As defined by the Delaware Department of Education, a public school is classified as high-need if the school maintains a student population in the top quartile of the state’s elementary and secondary schools in three or more of the following areas:

- Percent of low-income students,
- Percent of English learner (EL) students,
- Percent of students with disabilities (SWD), or

- Percent of underrepresented minority students, or if the school has more than 90% of their students classified as low-income, EL, or underrepresented minority.

Using this definition, the following LEAs have high-needs schools:

Capital School District  
 Laurel School District  
 Seaford School District  
 Brandywine School District  
 Red Clay Consolidated School District  
 Christina School District  
 Colonial School District  
 East Side Charter School  
 Edison (Thomas A.) Charter School  
 Charter School of New Castle  
 Kuumba Academy Charter School  
 Gateway Lab School  
 Academia Antonia Alonso  
 Great Oaks Charter School  
 Freire Charter School Wilmington

**Note: IHEs may submit multiple grant applications.** If an applicant submits multiple applications that are substantially similar (e.g. the applications are completely identical/duplicated, or the applications are identical except that the LEA partners are different), the applicant may submit an application labeled “MASTER APPLICATION,” and additional applications may then reference responses within the MASTER APPLICATION instead of being copied/pasted material text. Each additional application must still comply with all RFP instructions, but the mandatory and technical responses may be consolidated with references to the master application. The applicant should still submit the number of applications that correspond with the number of awards it wishes to win.

### ***Schedule (Eastern Standard Time)***

Event	Time	Date
Pre-Bid Meeting	12:00 p.m.	June 22, 2023
Applicant Questions Submitted	11:59 p.m.	July 11, 2023
DDOE Responses to Questions Posted		July 17, 2023
Application Deadline	12:00 p.m.	August 3, 2023
Notice of Contract Award		August 2023

Proposed Contract Start Date *		August 2023
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\*Note: All contract signature deadlines and proposed contract start dates are tentative and subject to all final approvals once grant awards are determined.

## Scope of Work Summary

### ***Terms for IHE Applicant***

*The following Scope of Work summary provides an overview of the minimum requirements that selected awardees will be expected to provide upon contract award. See “Attachment 8: Contract Template” for more details.*

1. The Awardee must provide teacher participants (“participants”) with a tuition-free education resulting in a post-secondary degree and certification to teach in Delaware, with certification in secondary content. All certification fields offered as part of the proposed partnership must be mutually agreed upon by the Awardee and the proposed Local Education Authority (“LEA”) partner(s). The Awardee must already be approved to offer the certification fields they have proposed in their application(s).
2. Grant funding must entirely cover tuition, textbooks, and fees for all selected participants. No cost for programming shall be passed on to participants.
3. The Awardee must agree to cover the cost of one issuance of each required certification assessment for all selected participants who complete the GYO Delaware program. Unless covered by the Awardee’s approved grant budget, additional issuance of a required certification exam will be paid for by the LEA or participant.
4. The Awardee must work with the partnering LEA to place each participant in a paid paraprofessional position for the duration of their participation in the program. In the second year of a program, participants may continue to serve in a full-time paraprofessional capacity, or they may serve in a full-time paraprofessional-resident capacity. LEAs and the Awardee should coordinate to determine which second-year (or third-year) capacity best suits the program and participant.
  - a. For programs in which the participant remains a full-time paraprofessional in all years, the participant should be compensated according to the LEA’s paraprofessional wage schedule, with an incremental wage increase with each year of the program. The IHE Awardee and the LEA partner(s) should coordinate to ensure that the participants gradually assume more responsibility as they progress through the program.
  - b. For programs in which the participant transitions from a full-time paraprofessional in year 1 to a full-time paraprofessional-resident role in year 2 (or year 3), the participant should assume residency-like responsibilities for portions of the school day (for example, the participant may serve as a paraprofessional for the first half of the day, then functionally serve as a teacher resident in the second

half of the day). The IHE Awardee and LEA partner(s) should jointly determine the most suitable division of responsibilities for participants, based on participant competencies and related course sequence. LEAs may use state residency stipends to supplement typical paraprofessional wages. At minimum, participants who become paraprofessional-residents in year 2 (or year 3) of the program should not experience an overall wage decrease compared to their first year in the program.

- c. Each participant, regardless of capacity, must be assigned to a high-quality cooperating or mentor teacher (also known as a resident advisor).
5. Regardless of whether the participant serves as a full-time paraprofessional or a full-time paraprofessional-resident in year 2 (or year 3), the Awardee and LEA partner(s) must allow for each participant's clinical experience during the program to satisfy the IHE Awardee's clinical internship/student teaching requirements for educator candidates. Once selected and enrolled in the Awardee's GYO Delaware program, participants must be employed by the LEA as a paid, full-time paraprofessional for the entire duration of the program.
6. The Awardee must work with the LEA partner(s) to ensure that participants will not serve as the teacher-of-record in a clinical practice setting during their completion of the program. On a case-by-case basis, according to the discretion of the Delaware Department of Education, participants with a bachelor's degree who are eligible for an emergency certificate under 14 DE Admin Code 1506 may serve as teacher-of-record in the second (or third) year of the program.
7. The Awardee must allow for LEAs to make the final decision on the selection of all participants. All selected participants must meet all state and local requirements for employment as a full-time paraprofessional, as well as all admission requirements for the partner Awardee institution in which they will be enrolled. Prior to their clinical experience, participants must meet all Delaware Department of Education requirements for student teaching clearance.
8. The Awardee must ensure that if a participant chooses to unenroll from the Awardee's program prior to their completion of the program, the Awardee will allow the LEA in which that participant was placed to select a new participant to enroll in the program at no additional cost to the LEA or the replacement participant.
  - a. Replacement participants may be enrolled up to one (1) semester after program start date; otherwise, if a participant unenrolls after one semester of the program, their seat shall remain unfilled.
  - b. It is the responsibility of the IHE Awardee to bear any costs, if any, associated with enrolling the replacement candidate and ensuring they receive the full course sequence of the proposed program. The LEA and replacement candidate shall not bear any cost.
  - c. All grant payments to the Awardee shall be reimbursement-based, so the Awardee should not retain any funds allocated on a per-participant basis for any participant who unenrolls from the program. Invoices should reflect expenses that are proportional to the number of participants enrolled in the program.

9. The Awardee must agree to allow any partner LEA, at the LEA's sole discretion, to purchase additional participant seats in the approved GYO Delaware program at the Awardee's prorated amount per participant, as outlined in the grant award and corresponding budget.
10. The Awardee must submit a proof of participant progress report, at the end of the semester, that outlines program progress and outcomes to date. Minimum semesterly report requirements include:
  - a. Participant progress data
  - b. Participant names
  - c. Demographic data
  - d. GPAs
  - e. LEA employer
  - f. Enrollment status (enrolled vs. unenrolled)
  - g. Degree and/or certification currently held
  - h. Any other relevant information as requested by the Delaware Department of Education.
11. The Awardee shall provide to the Delaware Department of Education, within 90 calendar days of the conclusion of the grant term, a written final report that outlines program activities and outcomes. Minimum final report requirements include:
  - a. Comprehensive summary of program activities and outcomes
  - b. Participant progress data outlined in scope item #10.
  - c. Graduation status, certification assessment passage status, and employment status for each participant
  - d. Overall evaluation of program effectiveness, including participant graduation rate and certification assessment passage rates
  - e. LEA satisfaction survey regarding the effectiveness of the participants' preparation as a result of the program
  - f. Participant satisfaction survey, assessing mentor/resident advisor, curriculum, program support, and overall program experience
  - g. Recommendations for program improvements for future participants
12. For the duration of the grant term, the Awardee and all partners must be responsive to all program evaluation requests from the Delaware Department of Education.
13. The Awardee must provide supplementary academic, career, and certification preparation support, within grant funding, to all participants enrolled in the programs, as outlined in their grant application and proposal.
14. The Awardee shall agree to cooperate with the Delaware Department of Education in establishing their Grow Your Own program as a Registered Apprenticeship program, if pursued by the Delaware Department of Education.
15. The Awardee shall agree to coordinate with the Delaware Department of Education and any partner LEAs to have participants pay back grant funds if they do not complete a 3-year teaching commitment in the same LEA they were trained. Payback shall be proportional to the percentage of time the participant spent as a teacher, and funds ultimately shall be reimbursed to the Delaware Department of Education.

16. Unused funding from the Awardee's award may be reallocated or collected, at the discretion of the Delaware Department of Education.

17. The Awardee shall otherwise implement a Grow Your Own program as specified in their application's response to the Application Component section of this RFP, including all specifications outlined by the applicant in response to Mandatory Requirement and Technical Response items.

## ***Partnership Requirements***

All applications must include letter(s) of support signed by the superintendent or head of school from each proposed LEA partner. This letter must certify the following:

- The LEA is willing to participate in the grant program in partnership with the applicant.
- The LEA has reviewed and agrees to its role and responsibilities as a partner, as outlined in the Scope of Work Summary and Technical Response sections of this RFP.
- The LEA certifies that it has been involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed partnership.
- If a grant is awarded, the LEA is willing to sign a formal memorandum of understanding (MoU) with the Delaware Department of Education, as part of its participation in the program, that further outlines and clarifies its role and responsibilities.

Upon grant award, all partnering LEAs will also be required to sign a memorandum of understanding (MoU) with the Delaware Department of Education. See the final page of this Appendix B for a summary of what will be included in this MoU.

# **Application Components**

## ***Mandatory Requirements (Pass/Fail)***

The applicant must address all mandatory requirement items listed below and provide, in sequence, all requested information and documentation. Applications that do not earn a passing score in all mandatory requirement items will not be considered for award. All mandatory requirements must be met and given a passing score in order for an application to receive remaining scores for the Technical Response section.

Item	Mandatory Requirements	(For state use only:  Score
M1	<b>Contact Info:</b> Detail the name, title, email address, mailing address, and telephone number of the person the Solicitation Coordinator should contact regarding the response.	



M2	<b>Partner Info:</b> Provide the entity name, point of contact, phone number, and email address for each organization involved in this partnership. This should include information for both the IHE submitting the application as well as any LEAs with whom the IHE is proposing to partner.	
M3	<b>Agrees to Scope of Services:</b> Provide a statement confirming that, if awarded a contract, the applicant will accept and agree to all terms and conditions outlined in the section “Terms for IHE Applicant” of this RFP.	
M4	<b>Approved to Certify:</b> State the name(s) of the secondary certification area(s) offered to candidates through this application’s program. Certification areas that span K-12 are permitted. Provide a statement confirming that the applicant is already approved to offer recommendation for certification in all of the applicable certification fields, prior to the submission of their application.	
M5	<b>LEA Letter(s) of Support:</b> Include attached letter(s) of support from <b>all</b> proposed partner LEA(s), and/or partnership agreements with each of the proposed partner LEAs. Each letter of support must certify the following: <ul style="list-style-type: none"> <li>• The LEA has reviewed and agrees to its role and responsibilities as a partner, as outlined in the Scope of Work and Technical Response sections of this RFP.</li> <li>• The LEA has been involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed partnership.</li> <li>• If a grant is awarded, the LEA is willing to sign a formal memorandum of understanding (MoU) with the Delaware Department of Education, as part of its participation in the program, that further outlines and clarifies its role and responsibilities.</li> </ul>	
M6	<b>Program Start and End:</b> Provide a statement confirming that all participants will complete the program by summer of 2026, at the latest, so that they are eligible to complete the program and become full-time teachers-of-record by fall of 2026. Note that preference is given to applicants who can prepare participants in a shorter period (see technical response #16).	
M7	<b>No Cost to Participants:</b> Provide a statement confirming that, if the grant is awarded, participants will not bear any costs from tuition, textbooks, or fees.	
M8	<b>Registered Apprenticeship:</b> Provide a statement indicating that, upon successful program implementation, applicant and LEA partners are willing to participate in registration of the GYO program as an official Registered Apprenticeship with the Delaware Department of Labor, with the Delaware Department of Education serving as sponsor.	
M9	<b>Clinical Experience:</b> Applicants must attest that program participants will have at least one year of clinical experience.	



M10	<b>Teacher Academies:</b> Provide a statement that the applicant and LEA partner(s) agree to allow admission preference for Delaware Teacher Academy alumni.	
M11	<b>Mandatory Responses to Technical Questions:</b> The applicant may not score a “0” on the technical rubric for any of the following technical questions: <ul style="list-style-type: none"> <li>• T7 part 1 (mentor alignment)</li> <li>• T9 (provision of wraparound supports)</li> <li>• T10 (increasing diversity)</li> <li>• T12 (inclusive program design)</li> <li>• T15 (sustainability)</li> </ul>	

### ***Technical Response (100 Points)***

The applicant must address all technical response items and provide, in sequence, the information requested. The evaluation team members will evaluate the responses and assign a score to each item using the rubric below. See **Technical Response Rubric** for a detailed breakdown of how each Technical Response Item will be scored.

#	Technical Response Item	Max Points	Assigned Points (For state use only)
T1	<b>LEA Partners:</b> Provide the applicant’s full list of proposed LEA partners.	10	
T2	<b>Participant Seats:</b> Provide the following: <ol style="list-style-type: none"> <li>1) A count of the number of participant seats that will be offered to each LEA partner for the proposed GYO program. Number of seats offered to each LEA may vary and should be based on size and need of the LEA(s).</li> <li>2) A count of the total number of seats offered to all LEA partners for the proposed GYO Delaware grant program.</li> </ol>	25	
T3	<b>Budget, Budget Narrative, and Reimbursement Schedule:</b> Submit a proposed budget (using the example outlined within the attached <i>Budget Template</i> ), and an accompanying budget narrative. The budget must be annualized for each year of the program and must categorize all proposed costs for the program.  All applicants should consider external financial aid sources such as Pell Grants before submitting their budget, and the availability of such funds should be factored into the amount of funds requested (and net program costs indicated) by the applicant. The Delaware Department of Education may choose not to make an award until Pell eligibility is applied.	8	

	<p>Additionally, submit a reimbursement schedule, aligned to the applicant's budget and budget narrative, detailing when invoices will be sent and, generally, what will be charged at each program milestone.</p> <p><i>Note: Individual application budgets received must not exceed \$100,000.00. IHEs may submit multiple grant applications and be awarded multiple grants.</i></p>		
T4	<p><b>Certification Type(s):</b> What type of teacher certification(s) will participants earn? Will the proposed program offer a dual certification or add-on option, or single-certification option(s) only?</p> <p>Note that secondary certification is required. Certification areas that span K-12 are permitted.</p>	4	
T5	<p><b>Program Design:</b> Provide a description of intended program outcomes. At a minimum, this description must outline the following:</p> <ol style="list-style-type: none"> <li>1) How was the vision for the GYO program developed? What process was used to incorporate input from students, educators, paraprofessionals, and diverse stakeholders in the community?</li> <li>2) How did the applicant determine the proposed certification field(s) that will be offered? How was this determination based on the current needs, data trends, and existing talent pools within the partner LEA(s)?</li> <li>3) What post-secondary degree(s) will participants earn as a result of the program?</li> <li>4) Who is the intended recruitment and talent pool for this program, and what degrees or credentials must intended participants currently possess in order to be eligible for the program (e.g., current education assistants with associate's degrees, education assistants with a bachelor's degree, or STEM professionals with at least a bachelor's degree who are seeking a career change)?</li> </ol>	7	
T6	<p><b>Program Details:</b> Provide a timeline of program activity and intended course schedule. This response should include, at a minimum:</p> <ol style="list-style-type: none"> <li>1) Descriptions of how courses will be delivered (online, in-person, hybrid), and an outline of where courses will be offered (e.g. on-campus, online learning management system, etc.)</li> <li>2) Course descriptions and full course schedule for the proposed GYO program, including number of credit hours for the degree</li> </ol>	6	
T7	<p><b>Details of Clinical Experience:</b> Provide a description of the 1-year minimum clinical internship model to be employed during the program. At a minimum, this response must outline the following:</p>	6	

	<ol style="list-style-type: none"> <li>1) How will high-quality cooperating teachers/resident advisors be chosen and paired? Has/have the applicant's partner LEA(s) recently participated in Comprehensive Induction Program redesign work to ensure novice teachers receive needed supports?</li> <li>2) Will the LEA/IHE partner(s) offer stipends or additional payments to assigned cooperating teachers/resident advisors? If yes, how much will be offered, or are other incentives offered?</li> <li>3) How will participants gradually take on more instructional responsibility over the course of the grant?</li> <li>4) What evaluation process, aligned to DTGSS, will be established to provide feedback to participants and cooperating teachers/resident advisors throughout the program?</li> </ol>		
T8	<b>IHE-LEA Partnerships:</b> Provide a description of the respective partnership roles between the applicant and the partner LEA(s). Please specify which parties are responsible for which elements of the program.	6	
T9	<b>Wraparound Supports:</b> Describe in detail the academic, career, and certification preparation support plan that the IHE will offer to participants to ensure success during their completion of the program. What ongoing support will be offered, if any, following completion of the program?	5	
T10	<b>Increasing Diversity:</b> Provide the educator diversity recruitment and hiring goals of the applicant's partner LEA(s). This should include their staff retention goals, specifically in regard to educators of color, including current and projected hiring needs based on current staff data. The applicant must outline how both the applicant and the proposed LEA partner(s) intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in the program. The applicant should articulate specific strategies that will help realize these goals.	7	
T11	<b>Science of Reading:</b> Outline how your program would promote understanding of the Science of Reading within all participants.	3	
T12	<b>Culturally Responsive Teaching:</b> Outline how your program would promote culturally responsive teaching practices.	3	
T13	<b>Trauma-Informed Instruction:</b> Outline how your program would promote understanding of trauma-informed teaching practices.	3	
T14	<b>High-Quality Instructional Material:</b> Describe how candidates will learn to use high-quality/standards-aligned materials to ensure that all students have meaningful access to grade-appropriate, culturally responsive Tier 1 instruction.	3	
T15	<b>Sustainability:</b> Outline how the applicant would propose to sustain the GYO program beyond any grant awards as well as leverage other	4	

	funding to support the program.		
T16	<b>Length of Program:</b> State when candidates would enroll in the program and when candidates would complete the program and be eligible to become full-time teachers-of-record in Delaware.	10	
T17	<b>In-State Provider:</b> Is the applicant an in-state education preparation program? No response is required.	5	
	<i>Score Awarded (Maximum Possible= 115)</i>		

# Budget Template

Grant Budget			
Budget Period (Fiscal Year 20____)			
Expense Category	Grant Award (proposed)	Grantee Contribution (proposed)	Total Project (proposed)
Salaries & Benefits	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Programmatic costs	\$0.00	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00

You do not need to list specific names, but in subexpense lines, please indicate job titles associated with the program. In the budget narrative, elaborate on how the roles support program outcomes.

This should include expenses for textbooks and any other program materials.

Please ensure that the budget costs are annualized. You may (1) complete a separate budget table for each year of the program, then include a summary table of total program costs per roll-up expense category, or (2) complete a single budget table for all years of the program, clearly indicating to which year of the program each expense line (or subexpense line) applies.

For any start-up expenses that may only be borne in year 1 of the program, please include these expenses in year 1 only (you do not need to calculate an average annual rate of such expenses).

Indicate any matching funds or third-party contributions that would support the operation of this grant program (not required).

This should include subexpense lines for tuition, the costs of licensure assessments, and any other fees. This should be given at a rate per participant, then multiplied out by number of participants.

# Technical Response Rubric

Question	Points Earned			
<b>T1: LEA Partners:</b> Provide the applicant's full list of proposed LEA partners.	<b>2 points</b> Applicant proposes to partner with 1 LEA.	<b>5 points</b> Applicant proposes to partner with 2 LEAs with high-need school(s).	<b>8 points</b> Applicant proposes to partner with 3-4 LEAs with high-need school(s).	<b>10 points</b> Applicant proposes to partner with 5+ LEAs with high-need school(s).
<b>T2: Participant Seats:</b> Please provide the following:  A count of the number of participant seats that will be offered to each LEA partner for the proposed GYO program. Note: number of seats offered to each LEA can vary and should be based on size and need of LEA(s).  A count of the total number of seats offered to all LEA partners for the proposed GYO Delaware grant program.	<b>Maximum Points: 25 points</b>  $\text{Score} = (\text{Number of total participants applicant can support} / \text{maximum number of total participants supported across all applications received}) * 25$			
<b>T3: Budget and Budget Narrative:</b> Submit a proposed budget (using the attached <i>Budget Template</i> ), and an accompanying budget narrative. The budget must be annualized for each year of the program and must categorize all proposed costs for the program. Additionally, submit a reimbursement schedule, aligned to the applicant's budget and budget narrative, detailing when invoices will be sent and, generally, what will be charged at each program milestone.  All applicants should consider external financial aid sources such as Pell Grants before submitting their budget, and the availability of such funds should be factored into the amount of funds	<b>0 points</b> The item is not addressed.  Pell eligibility is not considered.	<b>3 points</b> IHE provides both a budget and budget narrative for the program, but items are poorly detailed, contain several errors, and/or do not clearly align to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.  Pell eligibility is considered.	<b>5 points</b> IHE provides both a budget and budget narrative for the program, but items are somewhat lacking in detail, contain errors, and/or only somewhat align to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.  Pell eligibility is considered.	<b>8 points</b> IHE provides both a budget and budget narrative for the program, and items are well detailed, contain no errors, and are clearly aligned to stated program goals.  The reimbursement schedule is detailed and aligned to the budget and budget narrative, and it reflects charges that will be processed no less frequently than semesterly.  Pell eligibility is considered.

requested (and net program costs indicated) by the applicant. The Delaware Department of Education may choose not to make an award until Pell eligibility is applied.				
<b>T4: Certification Type(s):</b> What type of teacher certification(s) will participants earn? Will the proposed program offer a dual certification or add-on option, or single-certification option(s) only? Note that secondary certification is required. Certification areas that span K-12 are permitted, so long as candidates make a commitment with the partnering district to teach at the secondary level, post program completion.	<b>0 points</b> The item is not addressed.	<b>1 point</b> The applicant offers a single-certification only.	<b>2 points</b> The applicant offers dual-certification.	<b>4 points</b> The applicant offers dual-certification, including in SPED.
<b>T5: Program Design:</b> Provide a description of intended program outcomes. At a minimum, this description must outline the following:  How was the vision for the GYO program developed? What process was used to incorporate input from students, educators, paraprofessionals, and diverse stakeholders in the community?  How did the applicant determine the proposed certification field(s) that will be offered? How was this determination based on the current needs, data trends, and existing talent pools within the partner LEA(s)?  What post-secondary degree(s) will participants earn as a result of the program?  Who is the intended recruitment and talent pool for this program, and what degrees or credentials must intended participants currently possess in order to be eligible for the program (e.g., current education assistants with associate's degrees,	<b>0 points</b> The item is not addressed. Applicant does not describe a visioning process that included input from students, educators, paraprofessionals, and diverse stakeholders in the community.	<b>2 points</b> Response does not contain a clear description of intended program design, and/or two or more of the required components are missing or lacking in sufficient detail.	<b>4 points</b> Response contains a clear description of intended program design, but one of the required components is missing or lacking in sufficient detail.	<b>7 points</b> Response contains a clear description of intended program design, and all of the required components are fully addressed in sufficient detail. Program is clearly designed with community priorities in mind.

education assistants with a bachelor's degree, or STEM professionals with at least a bachelor's degree who are seeking a career change)?				
<p><b>T6: Program Details:</b> Provide a timeline of program activity and intended course schedule. This response should include, at a minimum:</p> <p>Descriptions of how courses will be delivered (online, in-person, hybrid), and an outline of where courses will be offered (e.g. on-campus, online learning management system, etc.)</p> <p>Course descriptions and full course schedule for the proposed GYO program, including number of credit hours for the degree.</p>	<p><b>0 points</b> The item is not addressed.</p>	<p><b>2 points</b> Timeline and course schedule are unclear or incomplete, or two of the required components are missing or lacking in sufficient detail.</p>	<p><b>4 points</b> Timeline and course schedule are complete, but one of the required components is missing or lacking in sufficient detail.</p>	<p><b>6 points</b> Timeline and course schedule are complete, and all of the required components are provided in sufficient detail.</p>
<p><b>T7: Details of Clinical Model:</b> Provide a description of the residency and 1-year minimum clinical internship model to be employed during the program. At a minimum, this response must outline the following:</p> <p>How will high-quality cooperating teachers/resident advisors be chosen and paired? Has/have the applicant's partner LEA(s) recently participated in Comprehensive Induction Program redesign work?</p> <p>Will the LEA partner(s) offer stipends or additional payments to assigned cooperating teachers/resident advisors? If yes, how much will be offered?</p> <p>How will participants gradually take on more instructional responsibility over the course of the grant?</p> <p>What evaluation process, aligned to DTGSS, will be established to provide</p>	<p><b>0 points</b> The item is not addressed. Applicant fails to propose how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>2 points</b> Response does not contain a clear description of the clinical model to be employed during the program, and/or two or more of the required components are missing or lacking in sufficient detail.</p> <p>Applicant adequately proposes how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>4 points</b> Response contains a clear description of the clinical model to be employed during the program, but one of the required components is missing or lacking in sufficient detail.</p> <p>Applicant adequately proposes how the GYO program will align with the LEA's current mentoring and induction programs for new teachers.</p>	<p><b>6 points</b> Response contains a clear description of the clinical model to be employed during the program, and all required components are addressed in sufficient detail.</p> <p>Response articulates how the cooperating teacher pairing process aligns to the Delaware Department of Education's Comprehensive Induction Program (CIP), and the applicant's partner(s) indicate they recently participated in CIP redesign work.</p>



feedback to participants throughout the program?				
<b>T8: IHE-LEA Partnerships:</b> Provide a description of the respective partnership roles between the applicant and the partner LEA(s). Please specify which parties are responsible for which elements of the program.	<b>0 points</b> The item is not addressed.	<b>2 points</b> Narrative is incomplete and/or lacks a clear outline of responsibilities for each party.	<b>4 points</b> Narrative is complete and includes a clear outline of responsibilities for each party, but lacks some level of detail describing responsibilities of each party in managing specific elements of the grant program, including recruitment, selection and placement of candidates, etc.	<b>6 points</b> Narrative is complete and includes a clear outline of responsibilities for each party, with a high level of detail describing responsibilities of each party in managing specific elements of the grant program, including recruitment, selection and placement of candidates, etc.
<b>T9: Wraparound Supports:</b> Describe in detail the academic, career, and certification preparation support plan that the IHE will offer to participants to ensure success during their completion of the program. What ongoing support will be offered, if any, following completion of the program?	<b>0 points</b> The item is not addressed.	<b>1 point</b> Narrative provides a poor level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants, and does not clearly outline how support will be differentiated based on the prior experience of the participants.	<b>3 points</b> Narrative provides a high level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants but does not clearly outline how support will be differentiated based on the experiences of the participants.	<b>5 points</b> Narrative provides a high level of detail around the academic, career, and certification preparation support plan that the applicant will offer to participants to ensure success both during and after their completion of the program. Narrative provides a clear outline of how support will be differentiated based on the experiences of the participants.
<b>T10: Increasing Diversity:</b> Provide the educator diversity recruitment and hiring goals of the applicant's partner LEA(s). This should include their staff retention goals, specifically in regard to educators of color, including current and projected hiring needs based on current staff data. Outline how both the applicant and the proposed LEA partner(s) intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in the program. The applicant should articulate specific strategies that will help realize these goals.	<b>0 points</b> The item is not addressed.	<b>2 points</b> Response describes a superficial attempt to increase the diversity of teaching staff, and it fails to outline concrete steps to help realize the goal articulated in response to mandatory requirement item #13.	<b>4 points</b> Response contains a description of how both the applicant and the proposed LEA partners intend to take steps to increase the diversity of the LEA's teaching staff. The application may not identify multiple meaningful strategies they will take towards achieving the goal(s) articulated in response to mandatory requirement item #13, or the application may fail to make an explicit link to mandatory requirement item #11.	<b>7 points</b> Response contains a clear description of how both the applicant and the proposed LEA partners intend to take steps to increase the diversity of the LEA's teaching staff, including by increasing the percentage of teachers of color, by participating in this grant program. The application identifies a variety of specific steps they will take towards achieving the goal(s) articulated in this response.. Narrative considers long-term retention strategies and incentives.
<b>T11: Science of Reading:</b> Outline how your program would promote understanding of the Science of Reading within all participants.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science of Reading." Description lacks specificity around how the "Science of	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the "Science of Reading." Description includes a high level of specificity around how the "Science of Reading" will be

		of Reading.”	Reading” will be embedded.	embedded within coursework for all participants.
<b>T12: Culturally Responsive Teaching:</b> Outline how your program would promote culturally responsive teaching practices.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices.	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices. Description lacks specificity around how culturally responsive teaching practices will be embedded within coursework.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the culturally responsive teaching practices. Description includes a high level of specificity around how culturally responsive teaching practices will be embedded within coursework for all participants.
<b>T13: Trauma-Informed Instruction:</b> Outline how your program would promote understanding of trauma-informed teaching practices.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in trauma-informed teaching practices.	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in culturally responsive teaching practices. Description lacks specificity around how trauma-informed teaching practices will be embedded within coursework.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in the culturally responsive teaching practices. Description includes a high-level of specificity around how trauma-informed teaching practices will be embedded within coursework for all participants.
<b>T14: High-Quality Instructional Material:</b> Describe how candidates will learn to use high-quality/standards-aligned materials to ensure that all students have meaningful access to grade-appropriate, culturally responsive Tier 1 instruction.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides a poorly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM/standards-aligned materials.	<b>2 points</b> Applicant provides a moderately detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM. Description lacks specificity around how HQIM/standards-aligned materials will be embedded within coursework.	<b>3 points</b> Applicant provides a highly detailed description of how coursework offered as part of the proposed GYO program will provide participants with adequate training in HQIM. Description includes a high-level of specificity around how HQIM/standards-aligned materials will be embedded within coursework for all participants.
<b>T15: Sustainability:</b> Outline how the applicant would propose to sustain the GYO program beyond any grant awards as well as leverage other funding to support the program.	<b>0 points</b> The item is not addressed.	<b>1 point</b> Applicant provides vague proposal to sustain the GYO program beyond grant awards.	<b>2 points</b> Applicant outlines a proposal to sustain the GYO program beyond grant awards, but the applicant fails to reference specific funding sources, strategies, or tuition discounts that may be braided together to keep overall costs down.	<b>4 points</b> Applicant outlines a detailed, thoughtful, and realistic proposal to sustain the GYO program beyond grant awards, referencing specific funding sources, strategies, or tuition discounts that may be braided together to keep overall costs down.
<b>T16: Length of Program:</b> State when candidates would enroll in the program and when candidates would complete the program and be eligible to become full-time teachers-of-record in Delaware.	<b>0 points</b> The item is not addressed.	<b>3 points</b> Application allows candidates to complete the program and be eligible to become full-time teachers-of-record by fall of 2026.	<b>6 points</b> Application allows candidates to complete the program and be eligible to become full-time teachers-of-record by January of 2026.	<b>10 points</b> Application allows candidates to complete the program and be eligible to become full-time teachers-of-record by fall of 2025.

<b>T17: In-State Provider:</b> Is the applicant an in-state education preparation program? No response is required.	<b>0 points</b> Applicant is not an in-state education preparation program.	<b>5 points</b> Applicant is an in-state education preparation program.
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## MoU between DDOE and Partner LEA(s)

Upon award, all partnering LEAs will be required to sign an MoU with DDOE. This MOU will include, at minimum, the following terms:

- The LEA is willing to participate in the GYO Delaware grant program, in partnership with the IHE applicant. The LEA will partner with the IHE to ensure each participant serves in an education assistant (also known as a paraprofessional) position for a minimum of 1-year.
- The LEA must employ participants as paid education assistants and ensure participants serve in classrooms with highly effective cooperating (also known as Resident Advisor) teachers that will serve as clinical mentors. Each participant must be assigned to a high-quality cooperating teacher.
- The LEA certifies that it has been actively involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed GYO Delaware partnership.
- The LEA acknowledges that in the paid education assistant role, participants must engage in instructional activities such as co-teaching, planning for instruction, small groups, tutoring, professional learning communities and grading.
- The LEA acknowledges that in the education assistant role, participants may not be assigned non-instructional duties during the instructional day such as lunchroom monitoring, substitute teaching (except when the participant's cooperating teacher is absent), study hall, office duty, or in-school suspension. This grant does not limit duties assigned before or after the regular school day.
- The LEA agrees to all teacher-of-record policies outlined in this grant application.
- The LEA will enter into an agreement with participants to ensure a commitment to teach within their LEA for a minimum of three years upon earning their teaching certification (with conditions for repayment if a participant does not fulfill this commitment).
- The LEA is able to replace a candidate at no additional cost into the program if a previous candidate drops out within one (1) semester of start of the program. Replacement participants may be enrolled up to one (1) semester after program start date.
- The LEA reserves the right to purchase additional seats at the prorated amount per participant, as outlined in the grant award. (For example, if an IHE says they can produce 14 candidates for the \$100,000 grant, then the LEA may purchase additional "seats" at \$7,143 per candidate with their own funds, separate from this GYO Delaware grant program.)

## Appendix C – Sample Stakeholder Presentation

# Delaware Grow Your Own

## for High-Needs Schools



*Session may be recorded*

# Problems for Tennessee to Address

**Remove financial barriers**

**Address vacancies - with focus on SPED and ESL**

**Eliminate concept of a first-year teacher**

**Educator<sup>2</sup> diversity**

**EPP deserts and quality**

# What Tennessee Did

**Become a teacher for free and get paid to do so**

**All graduates dual certified in either SPED or ESL**

**Increase length of student teaching experience**

**Incorporated<sup>3</sup> diversity into the rubric**

**Increased access to high-quality EPPs**



# What This Led To

**65 districts, 14 EPPs and 670+ future educators**

**US DOL application for teacher apprenticeship**

**Increase in diversity of EPP enrollees**

4

**Higher performing EPPs serving more enrollees**

# US DOL Registered Apprenticeship in Teaching

**2/4/15**

**Occupation approved in November 2021**

5

**Available for any state now**

# What Does This Mean for Delaware?

**House Bill 430: GYO Delaware**

**Expand on success (HB178) with multiple  
entry points**

**Long term goal: Register for  
apprenticeship GYO programs**

# Areas for Delaware to Address

**Remove financial barriers**

**Address vacancies – Critical needs/High needs**

**Eliminate concept of a first-year teacher**

**Educator<sup>7</sup> diversity**

**EPP quality (ex. science of reading)**

# Delaware GYO for High-Needs Schools



**Delaware Grow Your Own Program  
for High-Needs Schools  
Request for Proposals (RFP)**

Delaware Department of Education | February 24, 2023

Application Due Dates:

April 27, 2023

**Competitive Application for EPPs, in partnership with LEAs with high-needs schools**

**2-year program to certify future Delaware educators to teach in high-needs schools for a minimum of 3 years**

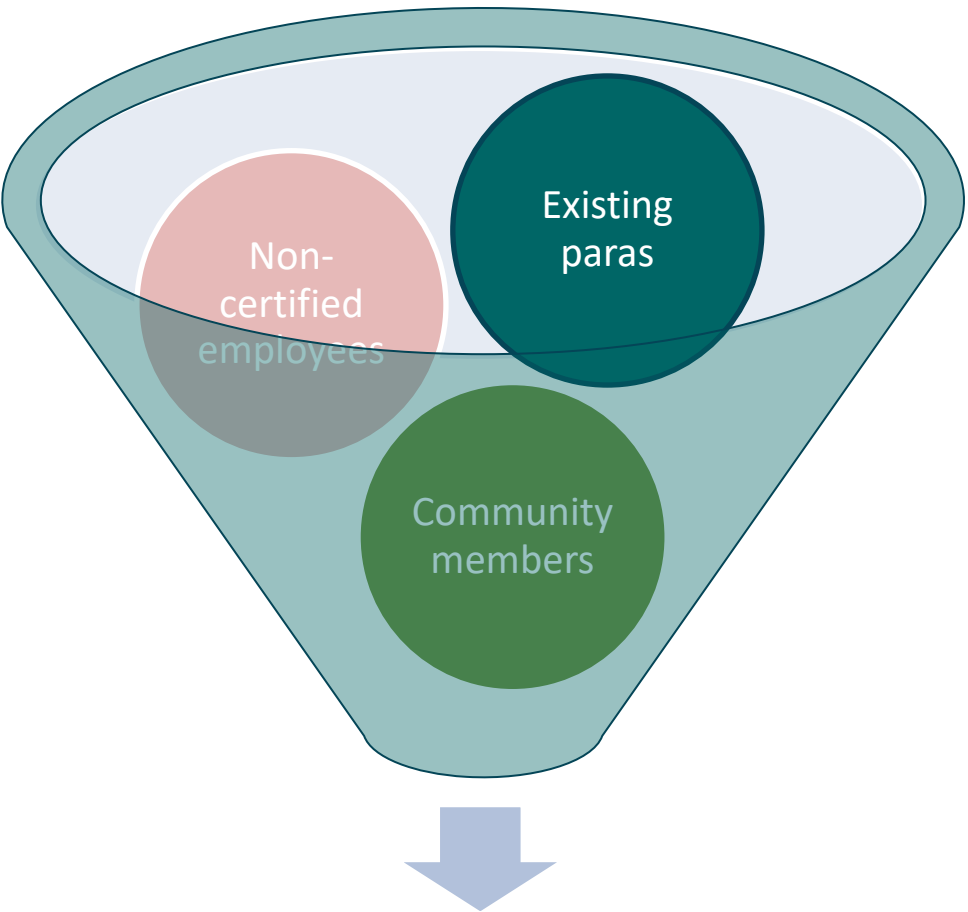
**Participants are employed as full-time LEA paraprofessionals throughout the program**

**\$100,000 awards**

**EPPs may (and are encouraged to) apply for multiple awards**

# GYO Delaware Pathway

## LEA Recruitment



Associate's Degree,  
Minimum

Participants Selected for GYO Delaware

IHE Enrollment

## Year 1



Coursework leading to  
degree + licensure

OR

## Year 2



Graduation  
(no later than  
summer 2025)

## Teacher-of-Record

Teacher-of-Record in host LEA

GYO Delaware and Related Routes to the Profession			
Consideration	DDOE GYO Grant	ARTC Initial Licensure & Certification Program	ARTC Para-to-Teacher Program
Prerequisites	Associate’s degree, minimum	Bachelor’s degree, minimum, with 24 credits in related content area (or pass the Praxis II in the content area prior to teaching)	
Degree Earned	Bachelor’s degree or master’s degree	None	Master’s degree
Role(s) during Program	Year 1: paraprofessional Year 2: paraprofessional-resident	Teacher-of-record	Year 1: paraprofessional Year 2: teacher-of-record
Teacher-of-Record	Upon completion of program	Upon program enrollment	Year 2 of program
Payment to Candidates	Year 1: paraprofessional salary Year 2: paraprofessional salary	Teacher salary	Year 1: paraprofessional salary Year 2: teacher salary
Other Notes	Possibility for future iteration of this grant program, and programs later may be registered for apprenticeship	DDOE has invested \$700,000 annually in ARTC RFP	

# Delaware GYO for High-Needs Schools

## EPPs are responsible for...

### ☐ Submitting the RFP application

- Working with university leadership to identify how many participants they can serve and what coursework they can offer
- Partnering with LEAs to design programs that meet their short-term and long-term needs
- Writing a competitive application that satisfies all DDOE requirements

### ☐ Collaborating with LEAs to ensure candidate success (i.e., Praxis) and strengthen partnerships

### ☐ Data reporting to the DDOE



# Delaware GYO for High-Needs Schools

## LEAs are responsible for...

- ☐ **Providing Letters of Support for the EPP application**
  - LEAs may “shop” for the best partnerships
  - LEAs should be closely consulted by EPPs in program design
- ☐ **Identifying candidates and recommending endorsement areas**
- ☐ **Placing participants in a paraprofessional role, with a cooperating teacher**
- ☐ **Collaborating with EPP(s) on participant progress monitoring and providing wraparound supports, as needed**

# Application Highlights

**Participants must graduate by summer of 2025**

**Application will be strongly weighted towards number of candidates and LEAs served**

**No out-of-pocket costs for candidates**

**Instruction in Science of Reading, Trauma-Informed Practices, Culturally Responsive Teaching Practices, HQIM, and Alignment to Delaware Teacher Growth and Support System are all required**

**Districts shall select candidates who are more diverse than their current teacher workforce**

**Grant awardees agree to pursue a registered teacher apprenticeship**

# Timeline

*Projected*

**Stakeholder Sessions: February 2023**

**Projected RFP Launch: February 24, 2023**

**Pre-Bid Meeting: March 15, 2023**

**Application Due Date: April 27, 2023**

**Notice of Grant Awards: May 2023**

**First Cohorts Begin: Summer/Fall 2023**

# Points of Contact

**Ann Hlabangana-Clay**

**Education Associate, Educator Equity & Recruitment**

**[Ann.Hlabangana-Clay@doe.k12.de.us](mailto:Ann.Hlabangana-Clay@doe.k12.de.us)**

**Dr. Michael Saylor**

**Director, Educator Excellence**

**[Michael.Saylor@doe.k12.de.us](mailto:Michael.Saylor@doe.k12.de.us)**



# Appendix – Eligible LEAs

Capital School District  
Laurel School District  
Seaford School District  
Brandywine School District  
Red Clay Consolidated School District  
Christina School District  
Colonial School District  
East Side Charter School  
Edison (Thomas A.) Charter School  
Charter School of New Castle  
Kuumba Academy Charter School  
Gateway Lab School  
Academia Antonia Alonso  
Great Oaks Charter School  
Freire Charter School Wilmington

# Appendix: LEA MOU Terms

Upon award, all partnering LEAs will be required to sign an MoU with DDOE. This MOU will include, at minimum, the following terms:

- The LEA is willing to participate in the GYO Delaware grant program, in partnership with the IHE applicant. The LEA will partner with the IHE to ensure each participant serves in an education assistant (also known as a paraprofessional) position for a minimum of 1-year.
- The LEA must employ participants as paid education assistants and ensure participants serve in classrooms with highly effective cooperating (also known as Resident Advisor) teachers that will serve as clinical mentors. Each participant must be assigned to a high-quality cooperating teacher.
- The LEA certifies that it has been actively involved in determining, and approves of, the teacher certification field(s) and degree(s) that will be offered via the proposed GYO Delaware partnership.
- The LEA acknowledges that in the paid education assistant role, participants must engage in instructional activities such as co-teaching, planning for instruction, small groups, tutoring, professional learning communities and grading.
- The LEA acknowledges that in the education assistant role, participants may not be assigned non-instructional duties during the instructional day such as lunchroom monitoring, substitute teaching (except when the participant's cooperating teacher is absent), study hall, office duty, or in-school suspension. This grant does not limit duties assigned before or after the regular school day.
- The LEA certifies that the participant will not serve as the teacher-of-record for any part of the program.
- The LEA will enter into an agreement with participants to ensure a commitment to teach within their LEA for a minimum of three years upon earning their teaching certification (with conditions for repayment if a participant does not fulfill this commitment).
- The LEA is able to replace a candidate at no additional cost into the program if a previous candidate drops out within one (1) semester of start of the program. Replacement participants may be enrolled up to one (1) semester after program start date.
- The LEA reserves the right to purchase additional seats at the prorated amount per participant, as outlined in the grant award. (For example, if an IHE says they can produce 14 candidates for the \$100,000 grant, then the LEA may purchase additional "seats" at \$7,143 per candidate with their own funds, separate from this GYO Delaware grant program.)