

# REQUEST FOR PROPOSAL



## I. Overview

Design Thinking Academy is accepting bids from Education Service Companies for High School Transformation Services.

Questions relative to the RFP shall be directed to:

Melissa Siwiec  
Chief Business Officer  
Design Thinking Academy  
179 Stanton Christiana Road  
Newark, DE 19702  
302-292-5450  
Melissa.siwiec@dta.k12.de.us

Design Thinking Academy Board of Directors reserves the right to reject any and all bids or accept the bid that it finds to be the most responsive and responsible bid submitted.

All bids must be received no later than March 29, 2019 at 5:00 PM. Bids received after this date and time will not be considered. Bids may be emailed at [melissa.siwiec@dta.k12.de.us](mailto:melissa.siwiec@dta.k12.de.us) and one paper copy must be mailed to Melissa Siwiec, DTA, 179 Stanton Christiana Road, Newark, DE 19702, in a sealed envelope. The outside of the envelope should be clearly marked High School Transformation Bid.

This request for proposal ("RFP") is issued pursuant to 29 *Del. C.* §§ 6981 and 6982.

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

Deadline for Receipt of Proposals---                      March 29, 2019

Notification of Award---    April 15, 2019

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. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States.

## II. Scope of Services

### Services Start: Start date of the contract would be April 29, 2019

Design Thinking Academy seeks to engage a recognized school support organization to:

1. Provide school leadership coaching to optimize and accelerate high school transformation,
2. Provide one day per week on site at DTA (or possibly off site observing master teachers in action with follow-up post observation conferences) specifically on how to differentiate teaching for all students and provide accommodations for special education students.
3. By May 31, 2019, complete a plan for the 2019-20 school year to implement weekly professional development, coaching, and feedback to build teacher capacity to develop rigorous project-based learning that is meaningful and provides assignments with real-world connections that apply design thinking.
4. By May 31, 2019, develop an articulated and scheduled a weekly custom advisory curriculum-based program for the 2019-20 school year that codifies and integrates the counseling program with advisory to serve students' social and emotional learning needs as well as college and career readiness. As used in this Section and Section [2.c.], "advisory" refers to a scheduled meeting between a teacher or counselor (or similar school professional) and a defined, consistent group of students that takes place at least twice weekly. The purpose of the advisory program is to ensure that students are known well by an adult in the School and that students receive personal and group support for problem-solving and growth in social skills.

## II. 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.

### A. Minimum Requirements

1. Delaware business license:

Provide evidence of a Delaware business license or evidence of the ability to conduct business in the State of Delaware.

2. Professional liability insurance:  
Provide Certificate of professional liability insurance in the amount of \$ \$1,000,000.00. Please name Design Thinking Academy as Additional Insured.

## **B. General Evaluation Requirements**

Please provide information regarding your company's ability to perform the services listed above as it relates to each of the following categories. The evaluation process is based on the following scoring factors:

30% Alignment with the mission and vision of Design Thinking Academy and our institutional aspiration to prepare creative design thinking problem solvers

30% Embedded understanding of the [XQ Learner Goals](#)

40% Embedded understanding of and alignment with the [XQ Design Principles](#)

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

### **A. RFP Issuance**

#### **1. RFP Designated Contact**

All requests, questions, or other communications about this RFP shall be made in writing to Design Thinking Academy. Address all communications to the person listed below. Prospective vendors should rely only on written statements issued by the RFP designated contact:

**Melissa Siwiec**  
**Chief Business Officer**  
**Design Thinking Academy**  
**179 Stanton Christiana Road**  
**Newark, DE 19702**  
**302-292-5450**  
**Melissa.siwiec@dta.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 are also acceptable.

**2. Consultants and Legal Counsel**

Design Thinking Academy may retain legal counsel to assist in the review and evaluation of this RFP and the vendors' responses. Bidders shall not contact school's legal counsel on any matter related to the RFP.

**3. 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.**

**4. Exclusions**

Design Thinking Academy reserves the right to refuse to consider any proposal from a vendor who:

-Has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;

-Has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;

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

-Has violated contract provisions such as:

- 1)** Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
- 2)** Failure to perform or unsatisfactory performance in accordance with terms of one or more contracts;

Has violated ethical standards set out in law or regulation; and

-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. Acknowledgment 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. Design Thinking Academy reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copy.

All properly sealed and marked proposals are to be sent and emailed to Design Thinking Academy and received no later than March 29, 2019 at 5:00 PM. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Melissa Siwiec**  
**Chief Business Officer**  
**Design Thinking Academy**  
**179 Stanton Christiana Road**  
**Newark, DE 19702**  
**302-292-5450**  
**Melissa.siwiec@dta.k12.de.us**

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**

Design Thinking Academy 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 April 29, 2019. Design Thinking Academy reserves the right to ask for an extension of time if needed.

**6. Concise Proposals**

Design Thinking Academy 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. Design Thinking Academy interest is in the quality and responsiveness of the proposal.

**7. Realistic Proposals**

It is the expectation of Design Thinking Academy that vendors can fully satisfy the obligations of the proposal in the manner and time frame 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.

Design Thinking Academy 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.

Design Thinking Academy Board of Directors reserves the right to reject any and all bids or accept the bid that it finds to be the most responsive and responsible bid submitted.

**8. Confidentiality of Documents**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than Design Thinking Academy or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

**9. 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 Design Thinking Academy Designated Contact, in writing, of such findings. All unresolved issues should be addressed in the proposal.

**a. RFP Question and Answer Process**

Design Thinking Academy will allow written requests for clarification of the RFP. All questions should be directed to the designated contact as listed in the RFP.

**10. Right to Reject Proposals**

Design Thinking Academy reserves the right to accept or reject any or all proposals or any part of any proposal, to waive defects, technicalities or any specifications, 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 school may deem necessary in the best interest of the school.

**11. Notification of Withdrawal of Proposal**

Vendor may modify or withdraw its proposal by written request, provided that both proposal and request is received by Design Thinking Academy 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 Design Thinking Academy at the proposal submission deadline. All proposals received are considered firm offers at that time.

**12. Award of Contract**

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

Notice in writing to a vendor of the acceptance of its proposal by Design Thinking Academy 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 RFP's, and once the contract terms and conditions have been finalized, Design Thinking Academy will award the contract.

The contract shall be awarded to the vendor whose proposal is most advantageous.

**C. RFP Evaluation Process**

Design Thinking Academy will evaluate proposals on a variety of quantitative criteria. Neither the lowest price nor highest scoring proposal will necessarily be selected.

Design Thinking Academy 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 school may deem necessary to make a decision.

**1. Proposal Selection Criteria**

Design Thinking Academy 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.

**2. Proposal Clarification**

Design Thinking Academy 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.



**3. References**

Design Thinking Academy 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.

**D. Contract Terms and Conditions**

**1. General Information**

- a. The proposed term of the contract between the successful bidder and Design Thinking Academy shall be determined by the Delaware Department of Education’s nutrition office.
- b. The selected vendor will be required to enter into a written agreement with Delaware Design Lab High School. Design Thinking Academy 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.
- c. The successful vendor shall promptly execute a contract incorporating the terms of this RFP within thirty (30) days after award of the contract or sooner if possible.

**2. 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.

**b. 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 Design Thinking Academy with proof of State of Delaware Business Licensure or provide evidence of the ability to conduct business in the State of Delaware.

**c. Notice**

Any notice to Design Thinking Academy required under the contract shall be sent by registered mail to:

**Melissa Siwiec**  
**Chief Business Officer**  
**Design Thinking Academy**  
**179 Stanton Christiana Road**  
**Newark, DE 19702**  
**302-292-5450**  
**Melissa.siwiec@dta.k12.de.us**

**d. 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 Design Thinking Academy, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, sole or part, to the State, its employees or agents.

**e. 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 Delaware Design Lab High School.

3. During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000
b.	Professional Liability/Misc. Error & Omissions/Product Liability	\$1,000,000/\$3,000,000

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverages, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

4. The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

**f. Performance Requirements**

The selected Vendor will warrant that its 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.

**g. 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 School's requirements.

**h. 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 Design Thinking Academy. The proposal costs shall include full compensation for all taxes that the selected vendor is required to pay.

**i. Penalties**

Design Thinking Academy may include in the final contract penalty provisions for non-performance, such as liquidated damages.

**j. Termination for Cause.**

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

**k. Termination for Convenience**

Design Thinking Academy may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Vendor under the contract shall, at the option Design Thinking Academy, become its property, and the Vendor shall be entitled to compensation for any satisfactory work completed on such documents and other materials which is useable to the School. If

the contract is terminated by Design Thinking Academy as so provided, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Vendor as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the Vendor shall be reimbursed (in addition to the above payment) for that portion of actual out of pocket expenses (not otherwise reimbursed under the contract) incurred by the Vendor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

**I. Non-discrimination**

In accordance with Federal civil rights law Design Thinking Academy civil rights regulations and policies, the Design Thinking Academy, its Agencies, offices, employees, volunteers, and institutions participating in or administering Design Thinking Academy programs are prohibited from discriminating based on race, color, national origin, sex, sexual orientation or identity, disability, age.

**This institution is an equal opportunity provider.**

**m. 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 bonafide employees, bonafide established commercial or selling agencies maintained by the Vendor for the purpose of securing business. For breach or violation of this warranty, Design Thinking Academy 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.

**n. Work Product**

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

**o. Contract Documents**

The RFP, the purchase order, the executed contract and any supplemental documents between Design Thinking Academy and the successful vendor shall constitute the contract between Design Thinking

Academy 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, Design Thinking Academy RFP, Vendor's response to the RFP and purchase order. No other documents shall be considered. These documents will constitute the entire agreement between Design Thinking Academy and the vendor.

**P. 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, Design Thinking Academy 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.

**q. 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.

**r. Other General Conditions**

- (1) Regulations** – All equipment, software, and services must meet all applicable local, State and Federal regulations in effect on the date of the contract.
- (2) Changes** – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of Delaware Design Lab High School.
- (3) Additional Terms and Conditions** – Design Thinking Academy reserves the right to add terms and conditions during the contract negotiations.