

STATE OF NORTH DAKOTA

***Education Standards and Practices Board
2718 Gateway Avenue Suite 303
Bismarck ND 58503***

Request For Proposal (RFP)

RFP Title: ***Teacher Support System Grant Proposal Evaluation***

RFP Number: ***2009-01***

Date of Issue: ***October 16, 2009***

Purpose of RFP: The purpose of this request for proposal is to receive proposals that will design and implement a third-party evaluation of the Teacher Support System Grant Program.

Offerors are not required to return this form.

Procurement Officer: *Janet Placek Welk*

SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Education Standards and Practices Board, hereafter known as “purchasing agency” is soliciting proposals that will design and implement a third-party evaluation of the Teacher Support System Grant Program.

1.02 Contact Person, Telephone, Fax, E-mail

Janet Placek Welk, Executive Director, (701) 328-9646, (701) 328-9647, or jwelk@nd.gov.
Laurie Stenehjem, Project Coordinator, (701) 328-9644, (701) 328-9647, or lstenehjem@nd.gov.

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03 RFP Schedule

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **October 16, 2009**
- Deadline for receipt of questions and objections related to the RFP: **November 15, 2009**
- Responses to questions/RFP amendments (if required) **November 15, 2009**
- Proposals due by: **Postmarked November 16, 2009.**
- Proposal Evaluation Committee evaluation completed by approximately : **December 10, 2009**
- State issues Notice of Intent to Award a Contract approximately: **December 11, 2009**
- State issues contract approximately: **December 21, 2009**
- Contract start: **December 21, 2009**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **one copy** of its proposal in a sealed envelope or package.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

Education Standards and Practices Board

Request for Proposal (RFP): **TSSPG Evaluation RFP**
RFP Number: **2009-01**
2718 Gateway Avenue, Suite 303
Bismarck ND 58503

Proposals must be postmarked no later than November 16, 2009. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07 Approved Vendor Registration Requirements

APPROVED VENDOR REQUIREMENT WAIVED

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list. The successful offeror will not be required to register as an approved vendor; however, the vendor will be required to complete a vendor application to receive payment and provide a W-9, if a 1099 reportable service is being provided.

For information about vendor registration, visit the State Procurement Office Vendor Registry website at: <http://www.nd.gov/csd/spo/vendor-resources.htm> or call 701-328-2773 or infospo@state.nd.us.

1.08 Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10 News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

1.12 Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

Background information concerning this project is as follows:

The purpose of this request for proposal is to receive proposals that will design and implement a third-party evaluation of the Teacher Support System Grant Program. The 61st North Dakota Legislative Assembly in House Bill 1400 appropriated \$2,300,000 to the Education Standards and Practices Board for the purpose of funding a teacher support system grant program, for the biennium beginning July 1, 2009, and ending June 30, 2011. House Bill 1400 provided authorization for ESPB to (1) employ an individual to serve as a teacher support system coordinator; (2) administer and evaluate the TSSGP; and (3) (a) select and train experienced teachers who will serve as mentors for first-year teachers and assist the first-year teachers with instructional skills development; or (b) if a district is not in need of mentors for first-year teachers, ESPB shall select and train experienced teachers who will work with school district administrators to identify the needs of non-first year teachers and through research-validated interventions and the use of proven instructional methods help non-first-year teachers address their particular needs. Services will be provided only to teachers employed by school districts and not to teachers employed by any other entity.

The complete Mentor Request for Proposal can be found in Appendix A. The instructional coach component request for proposal has not been developed, and will be developed, if funding is available, during Spring 2010 to be implemented for the school year 2010-2011.

2.02 Technical Overview and State Standards

Information regarding the State's information technology standards may be found at:

<http://www.nd.gov/ea/standards/>

2.03 Budget

It is expected that the tasks in this statement of work will require up to the equivalent of 0.25 FTE or \$50,000, and the evaluation will be completed by July 30, 2011. Respondents will be notified of the RFP results by December 11, 2009.

SECTION THREE -SCOPE OF WORK

3.01 Scope of Work

The program evaluation will draw upon multiple methodologies to provide evidence demonstrating how the program works, allocation of resources, program improvement, and worth of the investment relevant to all components of the program. The contractor may propose additional data collection and evaluation methods to examine participation experiences and trends over the life of the program.

The evaluation will consist of three phases: planning phase, conducting phase, and the reporting phase. As Killion (2008) outlined, it is expected the evaluator and the program developer and stakeholders will join hands at an early stage to discuss the program goals with clarity, its resources with completeness, and its activities with logical sequence.

The evaluation process will include Killion's model (2008) as outlined below. The planning phase will include (1) the determination whether the Teacher Support System Grant Program is ready to be evaluated, (2) the formation of evaluation questions including formative and summative, and (3) determination of the evidence needed to answer the evaluation questions, the data sources, the data collection methodology, logistics of data collection, and the data analysis methods. The conducting phase includes (4) management of the data collection process; (5) organization, analysis, and display of data; and (6) interpretation of data to determine merit, worth, and/or impact and to make recommendations for improvement. The reporting phase will include (7) dissemination of the findings and the (8) reflection on the evaluation process, the knowledge and skills of the evaluation team, the resources and methodologies used, and the findings to improve future evaluations.

3.02 Evaluation Perspective and Guiding Questions

The evaluator shall design and conduct a *program level* evaluation of the Teacher Support System Grant Project. The evaluation should be a systematic examination of all components of the TSSG Project and the events, processes, and outcomes of the program across activities. The evaluation should include:

- Conceptualizing theories of change underlying various components of the program,
- Posing significant, empirically-testable questions relevant to the issues to be addressed in relation to program goals,
- Providing a coherent and explicit chain of reasoning for the conclusions drawn and the remaining alternative or rival interpretations of the findings, and
- Aiming for an evaluation that is understandable and credible to users of the information on all sides of the issues studied.

The evaluation will answer such questions as:

- Did the support from the Project's trained mentors impact the instructional skills development of the first-year teachers?
- Did the support of the TSS impact the use of research-validated interventions and proven instructional methods to help districts meet the identified needs of their non-first teachers?

3.03 Scope of Work

The scope of work beginning December 2009 and ending June 30, 2011 includes programmatic evaluation to assess the TSSGP on its statewide impact of teacher retention and student achievement using quantitative analysis as well as subjective summative evaluation.

3.04 Timeline

Evaluation RFP Proposals due available	October 16, 2009
Evaluation RFP Proposals due at ESPB	November 16, 2009
Project Award Announcement	December 10, 2009
Planning Phase	Dec 2009/January 2010
Conducting Phase	January 2010/June 2011
Reporting Phase	June 2010/July 2011

3.05 Project Management

The selected evaluation consultant will report to Janet Placek Welk, Executive Director. The evaluator will work closely with Laurie Stenehjem, TSSPG Coordinator. A steering committee comprised of individuals from the Teacher Support System Project and the Education Standards and Practices Board, will meet at least once to be briefed on the progress of the evaluation and then for a presentation on the final findings. Through these meetings the steering committee will have the opportunity to provide direction to the evaluator.

3.06 Proposal Format

Questions about the proposal submissions should be directed to Janet Placek Welk or Laurie Stenehjem at (701) 328-9641. A formal proposal of no more than 10 pages (excluding price information) must be at the ESPB office, 2718 Gateway Avenue, Suite 303, Bismarck, ND 58503 by 5:00 p.m. on November 16, 2009. Awards will be announced on December 10, 2009.

RFP responses should include within the 10-page limit:

1. Evaluation Plan
2. Evaluator Qualifications (Background/References/Experience)
3. Management Plan and Timeline

Price information must include (maximum 3 pages):

1. Budget
2. Detailed Budget Notes/Cost Justification-Respondents must clearly state their organization's pricing structure, and the basis of their proposed budgets. All fees, charges, billing rates, etc. must be explained in detail.
3. Payment Schedule-Payments should be tied to performance or deliverables. ESPB proposes payment of monthly invoices for costs incurred up to 70% of the total award value, final progress payments contingent upon delivery and acceptance of the draft final report and the final report. Respondents should identify their proposed payment schedules.

3.07 Review Criteria

Proposals will be reviewed by the Steering Committee with final approval by the ESPB based on the following criteria:

Quality of the planning support and work plan (45 points). Sound planning support is proposed. The work plan is clear, coherent, innovative, and reasonable. The work plan meets or exceeds the requirements contained in the Scope of Work and addresses the initial evaluation questions.

Quality of personnel (30 points). The evaluator and its partners and consultants are a team with appropriate background/experiences to successfully complete the work. The skills of the diverse staff and consultants match the project needs. The Evaluation Project Director has the background to lead the project. The Project Director and other staff have the time available to work on the project.

Management plan (15 points). There is an appropriate organizational structure and management approach. The staffing plan reflects understanding of project needs and the importance of coordination of a range of activities and communication networks and feedback patterns. The timeline is appropriate, including a timely dissemination of information.

Proposal budget (10 points). Costs are reasonable for the proposed work and within anticipated funding limits.

3.08 Duration and Estimated Level of Effort.

It is expected that the tasks in this statement of work will require up to the equivalent of 0.25 FTE or \$50,000, and the evaluation will be completed by July 30, 2011. Respondents will be notified of the RFP results by December 11, 2009.

3.09 Award

ESPB reserves the right to make an award based solely on the information provided, to reject any or all proposals, to accept any proposals, or to effect any combination of proposals. ESPB reserves the right to conduct discussion or request proposal revisions, if deemed necessary.

3.10 Mailing Instructions

All proposals must be postmarked by November 16, 2009 and mailed to the Education Standards and Practices Board, 2718 Gateway Avenue, Suite 303, Bismarck, ND 58503.

3.11 Contract Schedule and Deliverables

Mandatory Deliverables and Components

The program evaluation general deliverables and major components of the work to be addressed in response to this RFP are outlined below. In addressing these deliverables, the evaluator should incorporate how they would address the requirements in all of the sections and should reflect a deep understanding of the program and matching of evaluation activities to that understanding.

1. Hold Initial Meeting.

Within ten working days following the contract award, the Evaluator shall meet with ESPB staff in Bismarck, ND to discuss and review the activities and requirements of the contract. The Evaluator, in cooperation with ESPB staff (Executive Director and TSSGP Coordinator), shall prepare an agenda for this meeting that shall include discussion of project objectives, project tasks, and project schedule. The Evaluator will share the agenda with ESPB staff.

2. Prepare an Evaluation Plan.

Within ten working days following the initial meeting, the Evaluator shall provide ESPB staff with the minutes of the initial meeting describing each issue discussed and the conclusions reached at this point, and an evaluation plan that include (1) the determination whether the Teacher Support System Grant Program is ready to be evaluated, (2) the formation of evaluation questions including formative and summative, and (3) determination of the evidence needed to answer the evaluation questions, the data sources, the data collection methodology, logistics of data collection, and the data analysis methods. This plan shall provide specific information on estimated timeframes, specific activities such as meetings and interviews, and the planned participants (Evaluator staff and non-Evaluator staff) in the activities.

At the time of this submission, the evaluator shall arrange for a one-day meeting within 10 working days following the submission of the evaluation plan to review and discuss the evaluation plan.

3. Report Progress.

Interim progress reports shall be presented on June 30, 2010 and December 31, 2010. Invoices shall identify costs incurred and briefly describe work performed during the period being invoiced.

4. Produce Final Report.

The Evaluator shall provide ESPB with a draft of a final report no later than 14 days prior to the submission of the final report. The final report shall address the contract requirements and additionally include the following content organized

according to the evaluator's judgment for communication: Title Page, Table of Contents, Executive Summary, Introduction, Study Goals, Background and Theoretical and Methodological Rationale, Specific Studies (including hypotheses or evaluation questions, method, results, conclusions, and alternative plausible interpretations), Summary, References, and Appendices.

The Evaluator shall prepare the final report in the format necessary to be shared electronically. This final report is due by the end of the contract and will include an oral presentation to the Steering Committee. This report (both written and electronic) will be the property of the ESPB. The evaluator may not individually publish results from the evaluation or details of the evaluation process. However collaborative publications with ESPB will be considered.

The final report will be due July 30, 2011.

3.12 Location of Work

The work is to be performed, completed, and managed at the following locations: 2718 Gateway Avenue, Suite 303, Bismarck ND 58503.

The State **WILL NOT** provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for **NUMBER** person(s) to make **NUMBER** trip(s) to **LOCATION**. Travel to other locations will not be required.

3.13 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning **December, 2009** and ending **July 31, 2011**.

Extension Option

The State reserves the right to extend the contract period for an additional period of time.

4.02 Contract Type

This contract is a Firm Fixed Price contract.

4.03 Standard Contract Provisions

The successful offeror will be required to sign and submit a contract. The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency signs the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08 Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.09 Indemnification and Insurance Requirements

Offerors must review the contract information for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract

approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11 F.O.B. Point and Freight

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

4.12 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved invoice.

The State will not make any advanced payments before performance by the contractor under this contract.

4.13 Contract Funding

Payment for the contract is subject to funds already appropriated and identified.

4.14 Payment Terms

No payment will be made until the purchasing agency approves the contract. Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency. Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if

payment is made within the specified terms.

4.15 Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

4.16 Right to Inspect Place of Business

At reasonable times, the State may inspect those areas of the contractor's place of business that are related to the performance of a contract. If the State makes an inspection, the contractor must provide reasonable assistance.

4.17 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent, the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.18 Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.19 Open Records Laws - Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

4.20 Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

4.21 Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.22 Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.23 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4.24 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between the purchasing agency and contractor.

4.25 Bid Bond – Bid Security - Performance Bond - Surety Deposit

A **BOND IS NOT** required.

4.26 Liquidated Damages

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01 Review Criteria

Proposals will be reviewed by the Steering Committee with final approval by the ESPB based on the following criteria:

Quality of the planning support and work plan (45 points). Sound planning support is proposed. The work plan is clear, coherent, innovative, and reasonable. The work plan meets or exceeds the requirements contained in the Scope of Work and addresses the initial evaluation questions.

Quality of personnel (30 points). The evaluator and its partners and consultants are a team with appropriate background/experiences to successfully complete the work. The skills of the diverse staff and consultants match the project needs. The Evaluation Project Director has the background to lead the project. The Project Director and other staff have the time available to work on the project.

Management plan (15 points). There is an appropriate organizational structure and management approach. The staffing plan reflects understanding of project needs and the importance of coordination of a range of activities and communication networks and feedback patterns. The timeline is appropriate, including a timely dissemination of information.

Proposal budget (10 points). Costs are reasonable for the proposed work and within anticipated funding limits.

5.02 Duration and Estimated Level of Effort.

It is expected that the tasks in this statement of work will require up to the equivalent of 0.25 FTE or \$50,000, and the evaluation will be completed by July 30, 2011. Respondents will be notified of the RFP results by December 11, 2009.

5.03 Award

ESPB reserves the right to make an award based solely on the information provided, to reject any or all proposals, to accept any proposals, or to effect any combination of proposals. ESPB reserves the right to conduct discussion or request proposal revisions, if deemed necessary.

5.04 Mailing Instructions:

All proposals must be postmarked by November 16, 2009 and mailed to the Education Standards and Practices Board, 2718 Gateway Avenue, Suite 303, Bismarck, ND 58503.

SECTION SIX - STANDARD PROPOSAL INFORMATION

6.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

6.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

6.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

6.04 Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

6.05 Offer Held firm

Proposals must remain open and valid for at least **90 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **90 DAYS**, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

6.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

6.07 Alternate Proposals

Offerors may submit **ONLY ONE** proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be **REJECTED**.

6.08 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within **FIVE WORKING DAYS** from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

6.09 Joint Ventures

Joint ventures will not be allowed.

6.10 Disclosure of Proposal Contents and Compliance State's Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost

information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

6.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

6.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

6.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or

substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

6.14 Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

6.15 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website:

http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

6.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held: 2718 Gateway Avenue, Suite 303, Bismarck ND 58503.

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

6.17 Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

6.18 Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

6.19 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION SEVEN - ATTACHMENTS

7.01 Attachments

Mentoring Request for Proposal

**ATTACHMENT 1
PROPOSAL EVALUATION FORM**

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned a specific number of points. The questions under each evaluated area help you measure the quality of the offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

This rating scale is intended to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be awarded. The rating scale would be:

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

Review Criteria

Proposals will be reviewed by the Steering Committee with final approval by the ESPB based on the following criteria:

Quality of the planning support and work plan (45 points). Sound planning support is proposed. The work plan is clear, coherent, innovative, and reasonable. The work plan meets or exceeds the requirements contained in the Scope of Work and addresses the initial evaluation questions.

Quality of personnel (30 points). The evaluator and its partners and consultants are a team with appropriate background/experiences to successfully complete the work. The skills of the diverse staff and consultants match the project needs. The Evaluation Project Director has

the background to lead the project. The Project Director and other staff have the time available to work on the project.

Management plan (15 points). There is an appropriate organizational structure and management approach. The staffing plan reflects understanding of project needs and the importance of coordination of a range of activities and communication networks and feedback patterns. The timeline is appropriate, including a timely dissemination of information.

Proposal budget (10 points). Costs are reasonable for the proposed work and within anticipated funding limits.

Duration and Estimated Level of Effort.

It is expected that the tasks in this statement of work will require up to the equivalent of 0.25 FTE or \$50,000, and the evaluation will be completed by July 30, 2011. Respondents will be notified of the RFP results by December 11, 2009.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See <http://www.nd.gov/csd/spo/resources.html> for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

COST PROPOSAL EVALUATION

ATTACHMENT 2

**STATE OF NORTH DAKOTA
AGENCY OR INSTITUTION NAME
ADDRESS
CITY, STATE, ZIP
TELEPHONE AND FAX NUMBER**

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **NUMBER AND TITLE** was issued by the **AGENCY OR INSTITUTION** on **DATE PROPOSAL WAS ISSUED**.

The following vendors submitted proposals in response to the RFP:

LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to **NAME OF SUCCESSFUL OFFEROR**.

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **NAME OF THE AGENCY**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me at (701) **PHONE NUMBER**.

Sincerely,

NAME

Procurement Officer