

STATE OF NORTH DAKOTA

*OMB, North Dakota Procurement Office
14th Floor Capitol Tower
600 E. Boulevard Ave. Dept. 012
Bismarck, ND 58505-0310*

Request For Proposal (RFP)

RFP Title: Data Collection and Management System for 21st Century Community Learning Centers

RFP Number: 110.7-13-059

Date of Issue: October 15, 2013

Purpose of RFP: The State of ND is seeking a data collection and management system for sub-grantees under the 21st CCLC program.

Offerors are not required to return this form.

Procurement Officer: Tricia Opp

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State of North Dakota, acting through its State Procurement Office and Department of Public Instruction, hereafter known as "STATE" is soliciting proposals for a Data Collection Application.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. Vendors must direct all communications regarding this RFP to the procurement officer. Unauthorized contact regarding the RFP with other STATE employees may result in the State disqualifying the vendor. The State may also suspend or disbar vendor from the state bidders list.

PROCUREMENT OFFICER: Tricia Opp

PHONE: 701-328-1721

FAX: 701-328-1615

TTY Users call: 7-1-1

E-MAIL: topp@nd.gov

1.03 Cooperative Purchase

This contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. This contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C chapter 39-04.2, and the International Peace Garden. Participation in this open-ended contract is not mandated; therefore, the estimated volume of this contract is not known.

1.04 RFP Schedule

This schedule of events represents the STATE's best estimate of the schedule for this RFP. The approximate RFP schedule is as follows:

RFP Issued	October 15, 2013
Deadline for receipt of questions & objections related to the RFP	October 22, 2013 at 2PM CT
Responses to questions/RFP amendments (if required)	October 28, 2013
Proposals Due by 2:00 PM CT	November 5, 2013
Proposal Evaluation Committee evaluation completed by approximately	November 15, 2013
Demonstrations – times to be determined	November 18-22, 2013
State issued Notice of Intent to Award approximately	December 1, 2013
Contract start date approximately	December 15, 2013

1.05 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must clearly address all envelopes or packages containing proposals as described to the address below to ensure proper delivery and to avoid having the STATE open them before the deadline for receipt.

**State of ND
State Procurement Office
14th Floor Capitol Tower
600 E. Boulevard Ave, Dept 012
Bismarck, ND 58505-0310**

**Request for Proposal (RFP): Data Collection and Management System for 21st CCLCs
RFP Number: 110.7-13-059**

The STATE must receive proposals at the location specified no later than the date/time specified in the RFP Schedule. The STATE will not publicly read the proposals at the opening.

Offerors may not deliver proposals 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 assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the STATE. An Offeror's failure to submit its proposal prior to the deadline will cause the STATE to reject the proposal. Late proposals or amendments will not be opened or accepted for evaluation.

1.06 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 the STATE can make reasonable accommodations.

1.07 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation and the contract (Attachment 1) 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 the STATE could not make an award. The STATE will disallow any protests based on the content of the solicitation, if the Offeror does not bring these faults to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the procurement officer may answer the question 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 response directed to all Offerors. The procurement officer will make this determination. The STATE considers oral communications unofficial and non-binding on the STATE. The Offeror must confirm telephone conversations in writing.

1.08 Bidders List Registration Requirements

VENDORS MUST BE REGISTERED BEFORE CONTRACT AWARD

The STATE will accept proposals from vendors that are not currently approved vendors on the State of North Dakota's bidders list; however, the Awardee will be required to become approved prior to award. To become an approved vendor, Offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective Offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list for this solicitation is commodity code(s) 208. The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the Vendor Registry Office at 701-328-2683 or infospo@nd.gov for assistance.

The CONTRACTOR must register and become approved within 45 calendar days from the date of the Notice of Intent to Award. If an Offeror fails to become an approved vendor by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and the STATE will reject its proposal.

1.09 Pre-proposal Conference

The STATE will not hold a pre-proposal conference for this RFP. The STATE advises Offerors 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 RFP Schedule.

1.10 Notice Provided

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

The Request for Proposal and any amendments to the RFP will be posted on the following website:

<http://www.nd.gov/spo>

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

The 21st Century Community Learning Centers (21st CCLC) program, as reauthorized by Title IV, Part B, of the No Child Left Behind (NCLB) Act of 2001, supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local student standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. There are currently eighty-four (84) 21st CCLCs.

It is necessary for the STATE to identify/implement a data collection and management system in a web-enabled format that is flexible, sustainable and provides reporting capability. A state contract will be established for this system; however, it is anticipated that the State of ND will not make any purchases from this contract. Rather, the sub-grantees under the 21st CCLC program will use this state contract as allowed by cooperative purchasing, to enter into a Participating Addendum (PA) (see sample in Section 8) with the selected vendor and make the purchase for their associated 21st CCLCs (sites). The chart below shows each sub-grantee and the number of sites associated with each:

SUB-GRANTEE	NUMBER OF SITES
South East Education Cooperative (SEEC)	23
North Valley Career and Tech Center	8
North East Education Service Cooperative (NESC)	9
North Central Education Cooperative (NCEC)	14
Minot Public Schools	5
Grand Forks Public Schools	11
Dickinson Public Schools	4
Missouri River Education Cooperative (MREC)	10

Having a consistent system used by all of the 21st CCLCs will allow the following goals and objectives to be realized:

- One common and consistent data collection and management system for the 21st CCLC sub-grantees throughout the state
- Increased automation of manual processes
- Current, relevant data for improving and enhancing the grant program
- Capability to provide timely and relevant technical assistance to sub-grantees
- Implementation of a flexible, sustainable system that is extendable over multiple grant cycles

2.02 Budget

The estimated budget for the three-year commitment is \$35.00 per site, per month. Total awarded amount should not exceed \$35,280.00 annually (\$105,840.00 for the three year commitment.) Cost proposals exceeding \$35,280 annually (\$105,840 for the three year commitment) will be rejected.

SCOPE OF WORK - SECTION THREE

3.01 Scope of Work

The successful vendor will provide a web-based data collection and program management software system and associated support to include:

- The capability to collect and store longitudinal data on individual participants over the contract period.
- The capability to collect and record all data necessary for Profile and Performance Information Collection System (PPICS) reporting.
- Software licensing (including all costs related to hardware and software maintenance, internet connectivity and security monitoring).
- Reporting
 - o Allow users to run established reports or to customize reports to meet the needs of their program.
 - o Reporting capability to allow the STATE to view and run reports on available data throughout the year, at no cost to STATE.
- Offeror must provide user support during standard business hours (Mon-Fri 8a-5p CT) via toll-free phone and email at a minimum.
- Project management (i.e. to cover requirements planning, implementation, oversight of any custom development, ongoing project maintenance, etc.)
- Training to STATE, sub-grantee and associated sites.
- Data collected under this contract must be retained during the life of the contract and upon termination/expiration the data will be turned over to sub-grantees and STATE.
- Security
 - o The vendor shall adhere to existing privacy/security standards established by the Family Educational Rights and Privacy Act (FERPA). The vendor and their personnel shall protect the confidentiality of all students and their associated educational records. Except for officially approved purposes, no information about or obtained from, any student or teacher shall be disclosed to any party other than the NDDPI, without prior written consent.
 - o The work is to be performed, completed, and managed in the United States of America. The STATE will not provide workspace for the vendor.
 - o All North Dakota data must be housed in the United States of America.
 - o All vendors personnel assigned to this project must be available for the duration of this project. If unforeseen circumstances require the replacement of personnel, the STATE reserves the right to approve any replacement personnel.
- Successful Offeror will invoice each sub-grantee as per the respective Participating Addendum for their associated sites.

3.02 Experience and Qualifications

In order for the STATE to consider offers to be responsive, Offerors must meet the minimum prior experience requirements. An Offeror's failure to meet these minimum prior experience requirements will cause the state to consider its proposal non-responsive and the STATE will reject its proposal. The minimum experience requirements are:

- The Offeror must be supporting at least one other state in their 21st CCLC program.

3.03 Criminal History and Background Investigation

The successful Offeror will be required to provide STATE confirmation of criminal record checks on all employees assigned to this project and assure that no employee has been convicted of any crime against children before contract award.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension, Renewal, and Renegotiation Options

The State intends to enter into a contract with an effective date beginning when both parties execute the contract and ending November 30, 2014.

The STATE may renew this contract upon satisfactory completion of the first year. The contract will not automatically renew. The STATE reserves the right to execute up to two options to renew this contract annually under the same terms and conditions for a period of 12 months each. The STATE will provide written notice to the contractor of its intent to renew the contract at least 30 days before the scheduled contract expiration date.

Since it is unknown how long the STATE will employ the products and services which are the subject of this contract, and the length of time for ongoing maintenance and support during the operational life of the products, STATE and CONTRACTOR may renegotiate the contract upon mutual agreement of the parties after completion of the initial term of the contract including any extensions and renewals.

The resulting contract is subject to and contingent upon the continuing availability of state and/or federal funds for this purpose. The Offeror recognizes that it is to be paid, reimbursed or otherwise compensated with funds provided to the sub-grantee.

In the event that the STATE does not receive such funds, or any part thereof, the STATE may immediately terminate the resulting contract without liability, including liability for termination cost.

4.02 Contract Type

This contract is a firm fixed contract.

4.03 Standard Contract Provisions

The Awardee will be required to sign and submit a contract substantially similar to the contract attached to this RFP (Attachment 1). 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. The STATE will not permit alteration of these provisions without prior written approval.

The STATE instructs Offerors 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

The STATE may incorporate part or all of this RFP and the successful proposal 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 may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the STATE's right's 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:

1. 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
2. if the result of the application of a supplemental term or condition included in the proposal would diminish the STATE's rights, 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 STATE 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 start date set by the STATE.

4.08 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 time schedule for accomplishing the additional work and a price for the additional work. The CONTRACTOR must provide cost and pricing data 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 STATE.

4.09 Indemnification and Insurance Requirements

Offerors must review the indemnification and insurance requirements as listed in the sample 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 the STATE will furnish certificates upon request.

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 701-328-1246 or visit its website at www.nd.gov/tax 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 701-328-1248 or visit its web site for more information

4.11 Proposed Payments

The STATE will make payments based on a negotiated payment schedule that is associated with progress toward mutually agreed deliverables and milestones.

4.12 Payment Terms

No payment will be made until the purchasing agency approves the contract.

The State will normally makes payment for commodities and services received under contracts within 30 calendar days after receipt of a correct invoice. Deliverable based payments cannot be invoiced prior to the State's acceptance as specified in the Scope of Work section of the contract. 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.

4.13 Contract Personnel

The contract administrator 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.

4.14 Right to Inspect Place of Business

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

4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The CONTRACTOR is responsible for the completion of all work set out in the RFP. 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 the work being performed is in compliance with the RFP. 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.

Failure of the CONTRACTOR to timely perform the RFP, including any corrections or modifications directed by the STATE, may cause the STATE to terminate the contract, for default by the CONTRACTOR. In this event, the STATE may require the CONTRACTOR to reimburse, within 30 days of STATE's notice to terminate, all payments made to CONTRACTOR for the deficient work. STATE shall return deliverables and services which are deficient, and further has the option of returning all deliverables and services which STATE previously accepted, but which are affiliated with the deficient deliverables and which, without the deficient deliverables, are rendered incapable of performance or impractical for the STATE to retain. CONTRACTOR shall also, within 30 days thereafter of the STATE's notice to terminate, reimburse the 21st CCLC for payments made for such previously accepted but subsequently returned deliverables and services. This clause does not restrict the STATE's right to seek associated damages, for CONTRACTOR's failure to timely perform its obligations, including corrections and modifications, under the contract.

4.16 Termination of Contract

The STATE reserves the right to terminate the contract without cause, for lack of funding and with cause. Please review contract language for the specific termination clauses.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 Disputes - Applicable Law and Venue

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

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

Proposals will be evaluated against the questions set out in RFP (See Section 8)

5.01 Experience and Qualifications

Forty-five percent (45%) of the total possible points will be assigned to this criterion. If the RFP required a minimum amount of experience or qualifications, the STATE will award **no points** for meeting the minimum. The STATE will award points for experience and qualifications that exceed the stated minimums.

5.02 Information Technology (IT) Solution

Thirty percent (30%) of the total possible evaluation points will be assigned to this criterion.

5.03 Support

Fifteen percent (15%) of the total possible evaluation points will be assigned to this criterion.

5.04 Cost

Ten percent (10%) of the total possible evaluation points will be assigned to cost. The STATE will not consider any prompt payment discounts terms proposed by the Offeror 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 lowest cost proposal will receive the maximum number of points allocated to cost. The STATE will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.05 Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, Offerors whose proposal receive the highest technical score and are determined to be reasonably susceptible for award may be required to provide a WebEx/Online demonstration of the proposed solution for the evaluation committee. The STATE will factor information presented during demonstrations into the evaluation scoring.

The demonstrations are tentatively scheduled for the week of November 18-22, 2013 with times to be determined and mutually agreed upon between Offeror and STATE. Offerors will be responsible for all costs associated with the providing the demonstration.

The demonstration shall not materially change the information contained in the proposal and shall be substantially similar to the product furnished if a contract results.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format

General Information

Offerors must submit 6 hardcopies AND one electronic copy of the technical proposal in a Microsoft Word or Adobe Reader format on a CD/DVD/USB flash drive in a sealed envelope or package. Do not include your cost proposal in this envelope/package.

The STATE discourages overly lengthy and costly proposals; however, in order for the STATE to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested.

Physical Organization

Proposals must be separated into 6 sections. Each section must be formatted as follows and include the information detailed below by providing comprehensive narrative statements and descriptions.

6.02 Proposal Content

Section One – Introduction

An “Introduction” section / cover letter must include the following:

1. The complete name and address of the Offeror and the name, mailing address, telephone number and email address of the person the STATE should contact regarding the proposal;
2. disclosure of any instances where the Offeror 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);
3. Be signed by an individual empowered to bind the company.

Section Two – Company/Financial Section

Provide financial information in such a manner that the STATE can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to information about:

1. Company size;
2. Organization/date of incorporation;
3. Ownership;
4. Number of employees;
5. Revenues for the last fiscal year; and
6. At least one of the following:
 - a) audited financial statements for the most recent 3 years;
 - b) a current Dun and Bradstreet Report that includes a financial analysis of the firm;
 - c) an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm (The State reserves the right to contact the accounting firm if questions arise); or
 - d) tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the Offeror's organization; or certify that no such condition is known to exist.

The STATE may request reports on financial stability from independent financial rating services in order to further substantiate stability.

Section Three – Experience and Qualifications

Offerors must provide detailed information on the following:

1. Number of years in the business and number of years providing similar services.
2. A listing of State(s) where the Offeror is supporting their 21st CCLC program data collection.
3. Describe in detail the experience of the firm in providing this type of service.
4. Organization chart and resumes of key personnel that will be assigned to support the project.

5. Describe in detail how each key personnel and their associated skill set will support this project.
6. Offeror must provide a minimum of three (3) previous or current customers knowledgeable of vendor's performance in providing similar projects and all contact information including name, telephone number, address and email address for each reference.
7. Identify any proposed subcontractors and their roles in the project.

Section Four – Information Technology Solution

Offerors must provide detailed information on the following:

1. Describe the proposed solution to meet the capability to collect and store longitudinal data on individual participants over the contract period.
2. Describe the capability to collect and record all data necessary for Profile and Performance Information Collection System (PPICS) reporting.
3. Describe how the proposed solution is hosted.
4. Describe your system availability. Describe how software maintenance is handled including process for issuing releases and patches, updates and release cycles, frequency for major/minor upgrades, average required downtime, and notification process to licensed users.
5. Describe any technical requirements for the end users to utilize your solution.
6. Describe the administration for user logins and how they are assigned including security parameters.
7. Describe the implementation plan (how data will be entered initially and ongoing) and any manual/automation features related to data entry. Include details on how long it will take to implement each site.
8. Describe any customization options available.
9. Describe your software licensing model (named user, per server, per work team, concurrent user, etc.) including hardware/software maintenance/upgrades, internet connectivity and security monitoring.
10. Describe the reporting features available including established reports and the ability to customize reports by site. Describe whether your reporting features can provide guidance on areas of need/professional development. Additionally, describe reporting options/data visibility available to the STATE and how it would be accessed.
11. Describe your data retention capability and how data can be provided to the sub-grantees and STATE at the end of the contract period or upon termination.
12. Describe your security features in place to protect the data and whether you will adhere to the FERPA. Describe your internal procedures to ensure security of data from employees adding, deleting or altering. Describe where the work related to this project will be performed/completed/managed. Describe where the data will be housed.
13. Describe any value added features (functionality, products, and services) that were not part of the requirements, but would be offered at the cost offered.

Section Five – Support

Offerors must provide detailed information on the following:

1. Describe your user/technical support model and hours of availability.
2. Describe your escalation procedures and associated response times.
3. Describe your project management strategy including requirements planning, implementation, oversight of custom development and ongoing project maintenance.
4. Describe how training is conducted. Describe any system documentation available to users.
5. Describe your invoicing process that will be utilized for each sub-grantee.

Section Six – Contract: Exceptions, Additional Terms and Conditions

Offerors must

1. State any objections to the contract provisions - the State may deem any failure to object to a contract provision as the Offeror's acceptance of that provision.
2. Confirmation that the offeror will comply with all provisions in this RFP, with exception of any stated objections to contract provisions.

6.03 Cost Proposal

1. Offerors must complete cost proposal attached to this RFP (see Section 8) or prepare a cost proposal following the same format.
2. Offerors must submit one copy of the cost proposal in a separate sealed envelope or package, clearly labeled "cost proposal."
3. The Offeror must state all costs associated with the contract in U.S. currency. All commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.
4. Offerors should describe any discounts terms for prompt payment. The STATE will not consider discounts for prompt payment when evaluating cost.

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

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

7.02 State Not Responsible for Preparation Costs

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

7.03 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.

7.04 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.

7.05 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 the STATE does not award 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.

7.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. The STATE will not accept amendments 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 they made a substantial mistake. The procurement officer may permit withdrawal of the proposal upon verifying that the Offeror made a substantial mistake, and the STATE may retain the Offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

Offerors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what the STATE requested) will be rejected.

7.08 Subcontractors

Offerors may use subcontractors 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 the STATE selects a proposal with subcontractors, 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, which 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 Offeror may substitute one subcontractor for another only at the discretion and with prior written approval of the STATE's designated procurement officer or project manager.

7.09 Joint Ventures

The STATE will not allow joint ventures.

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

All proposals and other material submitted become the property of the STATE and the STATE may return them 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 to hold confidential any trade secrets and other proprietary data contained in proposals. The Offeror must clearly identify the material considered confidential, and the Offeror must include a brief statement that sets out the reasons for confidentiality as defined in NDCC § 44-04-18.4. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.nd.gov/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 the STATE receives a request for public information, 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 accordingly.

7.11 Evaluation of Proposals

The STATE will review all proposals to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The STATE will base the evaluation 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 reasonably susceptible for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The STATE reserves the right to reject any proposals, in whole or in part. The STATE will reject proposals received from debarred or suspended vendors. 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 STATE may reject the proposal.

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.

7.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, the STATE permits communications by the procurement officer or the proposal evaluation committee 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 STATE may adjust the initial evaluation 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, the STATE will issue an amendment. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. The STATE may adjust evaluations as a result of receiving new or amended proposals.

7.14 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 the STATE requests modifications to the proposal as a result of these discussions, the Offeror must put the modifications in writing. If the STATE requests best and final offers, the STATE will evaluate the best and final offer submitted by the Offeror against the criteria stated in the RFP and any subsequent amendments to the RFP including the best and final offer request. If an Offeror does not submit a best and final offer, the STATE will consider its original proposal as its best and final offer.

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

7.15 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 Offeror. 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 the STATE awarded a contract. For more information regarding state preference laws, review the following document: <http://www.nd.gov/spo/legal/guidelines/> or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with Offerors who are reasonably susceptible for award. 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 an Offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the STATE may terminate negotiations with that Offeror, and commence or continue negotiating with other Offerors reasonably susceptible for award.

If the STATE commences contract negotiations, they will be held via telephone or WebEx/online.

If the STATE holds contract negotiations, the Offerors will be responsible for all cost.

7.17 Failure to Negotiate

If an 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 an Offeror and the STATE, after a good faith effort, cannot come to terms, the STATE may terminate negotiations with that Offeror and commence or continue negotiations with other Offerors reasonably susceptible for award.

7.18 Notice of Intent to Award

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award to all Offerors that responded to this Request for Proposal. The Notice of Intent to 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 STATE advises the Awardee named in the Notice of Intent to Award not to begin work, purchase materials, or enter into subcontracts relating to the project until both the Awardee and the STATE sign the contract.

7.19 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 procurement office must receive, in writing, the protest 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 procurement office must receive the protest, in writing, within seven calendar days after the date the STATE issues the Notice of Intent to Award.

SECTION EIGHT – FORMS AND PARTICIPATING ADDENDUM

1. Proposal Evaluation Form
2. Demonstration Evaluation Form
3. Cost Proposal Format
4. Participating Addendum

PROPOSAL EVALUATION FORM

The STATE will review all proposals for responsiveness and then evaluate using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

The STATE has assigned each evaluation criterion 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

The STATE intends this rating scale 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 criterion receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, there can be a maximum of 20 points 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

COST PROPOSAL

If Offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until you have evaluated the technical proposals.

Not all members of the evaluation need to evaluate the cost proposal. Selected members of the evaluation committee can evaluate the cost proposals, the group can review the scores, and then record the scores on the evaluation summary sheets.

You should not take any prompt payment discounts terms offered by the vendor into consideration when evaluating cost. However, you may need to adjust the cost proposals of nonresident Offerors by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

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

7.01 Experience and Qualifications

Weight 45 Percent: Maximum Point Value for this Section 100 Points x 45 Percent = 45 Points

Rating Scale (45 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-21	Good. Some applicability
22-33	Very Good. Substantial applicability
34-45	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] How well is the firm established based on the number of years in business? How well does the experience level of providing similar services of the firm match the needs of this RFP?

EVALUATOR'S NOTES _____

[b] How well does the experience level of providing similar services of the firm match the needs of this RFP?

EVALUATOR'S NOTES _____

[c] Does the Offeror support other states in their 21st CCLC program for data collection?

EVALUATOR'S NOTES _____

[d] Do the individuals assigned to the project have experience on similar projects and backgrounds that would be desirable for the work required in this RFP?

EVALUATOR'S NOTES _____

[e] Did the references provide information to verify the satisfactory performance of the vendor??

EVALUATOR'S NOTES _____

[f] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the Offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01

7.02 Information Technology (IT) Solution

Weight 30 Percent: Maximum Point Value for this Section 100 Points x 30 Percent = 30 Points

Rating Scale (30 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-7	Fair. Limited applicability
8-15	Good. Some applicability
16-23	Very Good. Substantial applicability
24-30	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] How well does the proposed solution to collect and store longitudinal data meet the needs of this RFP?

EVALUATOR'S NOTES _____

[b] How well does the Offeror's capability to collect and record all data necessary for PPICS reporting?

EVALUATOR'S NOTES _____

[c] How well does the hosting solution meet the needs of this RFP?

EVALUATOR'S NOTES _____

[d] How well does the Offeror's system availability and software maintenance process meet the needs of this RFP?

EVALUATOR'S NOTES _____

[e] Does the Offeror's solution allow for easy access to end users? Any specific technical requirements for access?

EVALUATOR'S NOTES _____

[f] How well does the administration for user logins and security parameters meet the needs of this RFP?

EVALUATOR'S NOTES _____

[g] How well does the implementation plan / data entry support the needs of this RFP and will the data migration be completed timely?

EVALUATOR'S NOTES _____

[h] How well do customization options meet the needs of this RFP?

EVALUATOR'S NOTES _____

[i] Does the Offeror's software licensing model, maintenance/upgrades, internet connectivity and security monitoring meet the needs of this RFP?

EVALUATOR'S NOTES _____

[j] How well does the reporting features meet the needs of the sub-grantees? How well does the reporting options/data visibility meet the needs of the STATE?

EVALUATOR'S NOTES _____

[k] How well does the Offeror's data retention capability meet the needs of this RFP? Will the data be housed and work completed in the US?

EVALUATOR'S NOTES _____

[l] How well do the security features meet the needs of this RFP and FERPA?

EVALUATOR'S NOTES _____

[m] Are any value added features being offered and how do they relate to the needs of this RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Support

Weight 15 Percent: Maximum Point Value for this Section 100 Points x 15 Percent = 15 Points

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] How well does the Offeror's user/technical support model and hours of availability support the needs of this RFP?

EVALUATOR'S NOTES _____

[b] How well does the Offeror's escalation procedures and associated response times support the needs of this RFP?

EVALUATOR'S NOTES _____

[c] How well does the project management strategy including requirements planning, implementation, oversight of custom development and ongoing project maintenance support the needs of this RFP?

EVALUATOR'S NOTES _____

[d] How well does the training available support the needs of this RFP?

EVALUATOR'S NOTES _____

[e] How well does the invoicing process support the needs of each sub-grantee?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Contract Cost

Weight 10 Percent: Maximum Point Value for this Section 100 Points x 10 Percent = 10 Points

Applying Preference Laws

The STATE will not consider any prompt payment discounts terms proposed by the Offeror when 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, the STATE will determine whether the Offeror's state of residence has a preference law for vendors resident in that state. The STATE will increase the cost proposal of the nonresident Offeror 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://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> 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

EVALUATOR'S POINT TOTAL FOR 7.04 _____

DEMONSTRATION EVALUATION REVIEW

Vendor Name: _____

Evaluator Name: _____ Date: _____

Instructions: After the demonstration(s), the evaluation team may review their individual scores to determine if they are accurate and consistent based on the demonstration(s). If they are accurate and consistent, no modifications are necessary on this form. If a modification in the score is required; make the following modifications on this form and include a comment/explanation as to why the modification was made.

a. **Experience and Qualifications (45 Points)**

Initial Score _____ New Score _____

Comments _____

b. **Information Technology (IT) Solution (30 Points)**

Initial Score _____ New Score _____

Comments _____

c. **Support (15 Points)**

Initial Score _____ New Score _____

Comments _____

Signature: _____

COST PROPOSAL FORMAT

Vendor Name: _____

Please complete the following chart for your cost proposal. List any applicable Prompt Payment Discount Terms.

Costs must be inclusive of all costs necessary to support the proposed solution including requirements planning, custom development and oversight, implementation/data conversion, system administration, ongoing project maintenance, training and user documentation, licensing, software maintenance and support, reporting, and user support. The contractor should include in its price proposal any necessary transportation, lodging, and per diem costs.	Monthly Cost per Site: \$ _____
ANNUAL TOTAL (Cost per Site X 84 sites X 12 months)	\$ _____

PARTICIPATING ADDENDUM

CONTRACTOR Name

And

Sub-Grantee Name (PARTICIPATING ENTITY)

1. **Reference:**

This Participating Addendum and the Master Contract together with any attachments set forth the entire agreement between the parties. This addendum may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

2. **Scope of Work:** This Participating Addendum authorizes CONTRACTOR Name to provide the deliverables described in accordance with the Scope of Work specified in the Master Contract. Deliverable dates are described below:

Implementation Plan:

- a. Description: Add specific items as to what this will include for the specific Participating Entity detailed by site (such as implementation details for data.)
 - b. Expectation of Participating Entity: Add specific information that will be provided / entered by Participating Entity.
 - c. Completion Date: CONTRACTOR will begin working with Participating Entity to within number working days after the signing of the Participating Addendum. The implementation will be completed on MM/DD/20YY.
 - d. Acceptance Criteria: Participating Entity will have number working days to validate that the data is accurate and reports are pulling correctly.
3. **Entire Software License Agreement:** This Participating Addendum, including referenced invoices and attachments, constitutes the entire Software License Agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, oral or written, and all other communications relating to the subject matter hereof.
4. **Primary Contacts for this Participating Addendum:**

PARTICIPATING ENTITY

CONTRACTOR NAME

Contact Name:

Contact Name:

Address:

Address:

Phone:

Phone:

Email:

Email:

5. **Effective Date:**

This Participating Addendum is not effective until fully executed by both parties.

6. **Termination:**

PARTICIPATING ENTITY may terminate this Participating Addendum with 30 days' notice.

7. **Distribution:**

A copy of each executed Participating Addendum will be submitted by **CONTRACTOR Name** to:

ND State Procurement Office
Tricia Opp
600 E. Boulevard Ave, Dept 012
Bismarck, ND 58505-0310
topp@nd.gov

ND Department of Public Instruction
Josh Sharp
600 E. Boulevard Ave, Dept 201
Bismarck, ND 58505-0440
jesharp@nd.gov

8. **Payment of Taxes:**

Participating Entity **is / is not** responsible for and will not pay local, state, or federal taxes. **Sales tax exemption number is and will be furnished upon request by the CONTRACTOR.**

PARTICIPATING ENTITY

CONTRACTOR

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SECTION NINE – ATTACHMENT

1. Sample Service Contract