

Request for Proposals

Pre-kindergarten Content Standards Professional Development 2013-2014

RFP Number: 201-2001-1017-99

Proposals Due:
November 8, 2013
by 2:00 PM CT

Date Issued:
October 17, 2013

Candice Tollefson
Procurement Officer

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Public Instruction, Federal Title Programs Unit, hereafter known as "STATE" is soliciting proposals for a consultant to conduct statewide professional development on the Pre-kindergarten Content Standards.

1.02 Contact Person, Telephone, Fax, E-mail

The Procurement Officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the Procurement Officer.

PROCUREMENT OFFICER: Candice Tollefson

PHONE: 701.328.2272 **FAX:** 701.328.2461

TTY Users call: 7-1-1

E-MAIL: ctollefson@nd.gov

Engaging in unauthorized communication or seeking to obtain information about an open solicitation with any state employee or official other than the responsible procurement officer or designee is sufficient grounds for suspension or debarment. [N.D.A.C. § 4-12-05-04(7)]

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 17, 2013**
- **Deadline for receipt of questions and objections related to the RFP: October 24, 2013**
- **Responses to questions / RFP amendments (if required) approximately: October 28, 2013**
- **Proposals due by: November 8, 2013 by 2:00 PM CT**
- **Proposal Evaluation Committee evaluation completed by approximately: November 14, 2013**
- **State issues Notice of Intent to Award a Contract approximately: November 15, 2013**
- **Contract start: November 25, 2013**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **ONE (1) COPY** of its proposal in a sealed envelope or package. Cost proposals are to be submitted in a separate sealed envelope or package along with the RFP, clearly labeled "*Cost Proposal*." These two items can be mailed together in one envelope.

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.

**Department of Public Instruction
Attn: Procurement Officer
201-2001-1017-99
600 E Blvd. Ave., Dept. 201
Bismarck, ND 58505**

The STATE must receive proposals at the location specified no later than **2:00 P.M., CT on November 8, 2013**. The proposals will not publicly read 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 of North Dakota ("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 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 accommodations can be made.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract including risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the STATE, addressed to 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 to allow issuance of any necessary amendments. If no deadline is specified, questions or objections must be received at least 7 days prior to solicitation closing.

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 RFP Schedule.

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

VENDORS MUST BE APPROVED BEFORE CONTRACT AWARD

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror 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 that will be used for this solicitation is Commodity Code 918-38.

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 successful offeror must register and become approved within **30 CALENDAR DAYS** from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors who were notified of the RFP and to those that have requested a copy of the RFP from the procurement officer. Amendments will also be posted to the State Procurement Website at www.nd.gov/spo.

1.09 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: www.nd.gov/spo.

SECTION TWO BACKGROUND INFORMATION

2.01 Background Information

The STATE has adopted the *North Dakota Pre-kindergarten Content Standards*, hereafter referred to as "STANDARDS."

The STANDARDS is the foundation for a series of state guidance documents developed for early childhood educators, caregivers, and families, and any other individuals who teach and care for preschool-aged children in North Dakota.

The STANDARDS overarching objective is to provide a base of quality expectations using common language and concepts that may be easily implemented or integrated into existing programs. Additionally, this document aims to support educators and families alike in establishing and reinforcing developmentally-appropriate teaching practices that include an appropriate balance of play and structure in order to prepare students for the expectations of kindergarten.

The STATE is soliciting proposals for a highly qualified consultant with a strong background in early childhood education and experience in developing and delivering professional development to educators.

2.02 Budget

The estimated budget for completion of this project is *up to* \$60,000.00. Proposal priced at more than \$60,000.00 will be considered non-responsive and will not be considered.

SECTION THREE SCOPE OF WORK

SCOPE OF WORK

3.01 Overview

The STATE is soliciting proposals for a highly qualified consultant with a strong background in early childhood education (or closely related field) and experience in developing and delivering professional development to educators focusing on the North Dakota Pre-kindergarten Content Standards (STANDARDS).

3.02 Acronyms

STATE	Department of Public Instruction, Federal Title Programs Unit
STANDARDS	North Dakota Pre-kindergarten Content Standards

3.03 Understanding of the Project

The successful Offeror will be required to:

- Review and become familiar with the North Dakota Pre-Kindergarten Content Standards.
- Work collaboratively with the STATE, local early childhood service providers and educational agencies to provide professional development for the STANDARDS.
- Develop professional development training materials to be used on the effective use of the STANDARDS.

Alternate/additional tasks or activities may be proposed by the contractor if it will substantially improve the results of the project. These alternate/additional tasks or activities should be submitted and identified separately from the required items in the RFP and Cost Proposal.

3.04 Deliverables

The Contractor will be required to provide the following deliverables:

- Submit professional development training materials *by* February 1, 2014 to STATE for approval.
- Make STATE recommended changes on professional development training materials and provide the STATE with final approved training materials in WORD format (in hard copy and electronic version).
- Coordinate with the STATE to determine four tentative regional session dates for professional development, each six hours in length. Professional development training *will be conducted between* February and June, 2014.
- Develop an evaluation form to be used at the professional development sessions to determine additional needs and submit to STATE for approval.
- Prepare and print all handouts for the professional development training for all session participants.

3.05 Experience

In order for Offerors to be considered responsive, an Offeror must meet the following characteristics to fulfill the STATE's requirements:

1. A minimum of three years experience in early childhood education or a closely related field.
2. Experience developing professional development activities and materials that are aligned with academic content standards.
3. A minimum of three years experience engaging educators in professional development for meetings or groups of 30 people or more.

3.06 Submission Requirements

- Offerors must submit a current resume.

- Offerors must submit at least three (3) letters of reference from previous clients including name, address, telephone number and email address. At least one reference should be from an educational agency or institution (NOT DPI). STATE reserves the right to contact all references.

3.07 Location of Work

The STATE WILL NOT provide office workspace or equipment including, but not limited to, a computer, Internet, staff or any other equipment or supplies necessary to complete the contract. The work is to be performed, completed and managed at the Offeror's place of business.

3.08 State Responsibility

The STATE will facilitate meeting arrangements for all professional development activities.

3.09 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

The STATE intends to enter into an eight month contract with an effective date beginning November 25, 2013 and ending June 30, 2014. The contract will not be renewed.

4.02 Contract Type

The contract will be a Firm Fixed Price contract.

4.03 Standard Contract Provisions

The successful Offeror will be required to sign and submit a contract like the sample contract attached to this RFP (Attachment A). The Contractor must comply with the contract provisions set out in this attachment.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions. No alteration of these provisions will be permitted without prior written approval from the STATE.

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 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:

- 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 STATE approves 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 the 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 any amendments.

If required, 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 attached sample Agreement for Contracted Services (Attachment A) 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 sections 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 STATE 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 STATE, 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 to the STATE.

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 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 has been submitted and the unit director has approved invoice.

The STATE will not make any advanced payments before performance by the Contractor under the contract.

4.12 Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the STATE or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.13 Payment Terms

No payment will be made until the STATE approves and signs the contract. Payment for services received under contract will normally be made within 30 calendar days after receipt and acceptance by the STATE or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the grant manager at 701-328-2176.

4.14 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.

4.15 Termination for Default

If the project manager designated by the STATE 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.

4.16 Open Records Laws - Confidentiality

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

4.17 Work Product and Material

All work product and materials created or purchased under the contract belong to the STATE and are "works for hire" within the meaning of the copyright laws of the United States; and assigns to STATE all rights and interests Contractor may have in the materials it prepares under the contract, including any right to derivative use of the material. All materials must be delivered to STATE at STATE's request upon termination of the contract, unless otherwise agreed to in writing by the STATE.

4.18 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.

4.19 Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the STATE's express written consent. Subcontractors are not allowed.

4.20 Disputes - Applicable Law and Venue

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

4.21 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 STATE and Contractor.

SECTION FIVE EVALUATION CRITERIA

5.01 Proposal Evaluations

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.

5.02 Evaluation Factors

Proposals will be evaluated against evaluation criteria factors set out below.

Understanding of the Project (35 Points)

Proposals will be evaluated against the questions set out below:

1. Has Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. Did the Offeror identify any pertinent issues or potential problems related to the project?
3. Did Offeror concur with meeting with STATE, educational agencies and early childhood service providers?
4. Did Offeror respond to reviewing and becoming familiar with the STANDARDS?
5. Did Offeror respond to all requirements of the RFP?

Deliverables (20 Points)

Proposals will be evaluated against the questions set out below:

1. How well does the management plan support all of the project requirements and logically lead to the deliverable required in the RFP?
2. Does it appear that the Offeror can meet the schedule set out in the RFP?

Experience (20 Points)

Proposals will be evaluated against the questions set out below:

1. Does the Offeror have experience in early childhood education or closely related field?
2. Did Offeror provide documentation regarding developing professional development activities and materials aligned with academic content standards?
3. Does Offeror have a minimum of three years experience engaging educators in professional development and facilitation experience with meetings or groups with 30 people or more?
4. Did Offeror provide letters of reference from previous clients?
5. Did Offeror provide a resume?

Contract Cost (25 Points)

25 Points of the total possible evaluation points will be assigned to cost.

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 lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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.

Offerors must include the following in their proposal to satisfy the STATE's requirements:

- A cover letter must be included with offeror's name, address, telephone number and email address and signed by an individual empowered to bind the company. An Offeror's failure to include these items in the cover letter may cause the proposal to be determined to be non-responsive and the proposal may be rejected.
- A current resume.
- Three (3) Letters of Reference
- Offeror must confirm that the Offeror will comply with all provisions in this RFP.
- The Offeror 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).

6.02 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.03 Deliverables

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the STATE's project schedule.

6.04 Experience

Offerors must describe their experience in completing similar projects and experience in professional development and early childhood education. Offeror must submit a current resume and their experience in facilitating educational meetings or groups greater than 30 participants?

Offerors must provide **three letters of reference**, which include complete contact information, including name, phone numbers and email addresses for similar projects the Offeror has completed. The STATE reserves the right to contact any references provided by the Offeror.

6.05 Cost Proposal

All costs associated with the contract must be stated in U.S. currency. Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

6.06 Required Enclosures

Offerors must provide all resumes or other information specifically required in this RFP.

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

CONTRACTOR assures no Federal funds from the contract will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

7.04 Debarment

CONTRACTOR certifies that neither the contractor nor their principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government. This part of the Grantee assurances is in accordance with Executive Order 12549 and 12689.

7.05 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.

7.06 Offer Held firm

Proposals must remain open and valid for at least **60 DAYS** from the deadline specified for submission of proposals. In the event award is not made within **60 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.

7.07 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.

7.08 Alternate Proposals

Offerors may submit ONLY ONE proposal for evaluation. Alternate proposals (proposals that offer something different than what is requested) will be REJECTED.

7.09 Subcontractors and Joint Ventures

Subcontractors and joint ventures will not be allowed.

7.10 Disclosure of Proposal Contents and Compliance with North Dakota 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.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 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.

7.11 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.

7.12 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 not to be in its best interest.

7.13 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.

7.14 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://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> or contact the North Dakota State Procurement Office at 701-328-2740.

7.15 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 via conference call or WebEx.

7.16 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.

7.17 Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation (if applicable) the procurement officer will issue a written Notice of Intent to Award and send 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 or purchase materials relating to the project until both the successful Offeror and the STATE sign the contract.

7.18 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 EIGHT ATTACHMENTS

8.01 Attachments

- D. Contract Form
- E. Proposal Evaluation Form
- F. Offeror Checklist

State of North Dakota
Department of Public Instruction
600 E Boulevard Avenue, Dept. 201
Bismarck, ND 58505-0440

DPI Contract No.
(Date)

The parties to this contract are the State of North Dakota, acting through its Department of Public Instruction (STATE) and [contractor's legal name] (CONTRACTOR);

1. SCOPE OF SERVICE

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

- [State what is to be done under the contract. This may be a brief statement, or may require an attachment setting out the scope of services in great detail.]

2. TERM OF CONTRACT AND RENEWAL

The term of this contract is for (?) months, beginning on (date) and ending on (date). This contract will not automatically renew. If STATE desires to renew, STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

3. COMPENSATION

STATE will pay for the services provided by CONTRACTOR under this firm fixed contract an amount not to exceed _____ per _____, to be paid _____.

4. PROPOSED PAYMENT PROCEDURES

The STATE will make payments based on a negotiated payment schedule. Each billing must consist of an invoice. No payment will be made until the invoice has been submitted and the unit director has approved invoice.

The STATE will not make any advanced payments before performance by the Contractor under this contract.

5. TERMINATION OF CONTRACT

- a. Termination without cause. This contract may be terminated by mutual consent of both parties.
- b. Termination for lack of funding or authority. STATE by written notice of default to CONTRACTOR, may terminate the whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- c. Termination for cause. STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

(1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or

(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

6. FORCE MAJEURE

CONTRACTOR shall not be held responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond CONTRACTOR'S reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

7. MERGER AND MODIFICATION

This contract constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

8. SEVERABILITY

If any term of this contract is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

9. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE'S express written consent. CONTRACTOR does not have authority to contract for or incur obligations on behalf of STATE. Subcontractors are not allowed.

10. NOTICE

All notices or other communications required under this contract must be given by registered or certified mail and are complete on the date mailed when addressed to the parties at the following addresses:

Contractor Name

OR

DPI Information

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

11. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated exclusively in the State District Court of Burleigh County, North Dakota.

12. DEBARMENT

CONTRACTOR certifies that neither the contractor nor their principals are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government. This part of the Grantee assurances is in accordance with Executive Order 12549 and 12689.

13. CONFLICT OF INTEREST

CONTRACTOR assures no Federal funds from the contract will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any department, Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal contract, grant, loan or cooperative agreement, the CONTRACTOR will complete and submit Standard Form LLL, "Disclosure form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

14. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

15. INDEMNITY

The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

16. INSURANCE

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Professional errors and omissions with minimum limits of \$1,000,000 per occurrence and in the aggregate, Contractor shall continuously maintain such coverage during the contact period and for three years thereafter. In the event of a change or cancellation of coverage, Contractor shall purchase an extended reporting period to meet the time periods required in this section.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
- 4) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- 5) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

17. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE'S reasonable attorney fees and costs in connection with the lawsuit.

18. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial

proceedings. STATE does not waive any right to a jury trial.

19. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. STATE shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18.

The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

20. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in this contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under this contract, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

21. WORK PRODUCT AND MATERIALS

All work product or materials created or purchased under this contract belong to STATE and *must* be delivered to STATE at STATE'S request upon termination of this contract. CONTRACTOR agrees that all materials prepared under this contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to STATE all rights and interests CONTRACTOR may have in the materials it prepares under this contract, including any right to derivative use of the material. CONTRACTOR shall execute all necessary documents to enable STATE to protect its rights under this section.

22. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR'S activities and responsibilities under this contract, except to the extent specified in this contract.

23. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

24. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR shall maintain all such records for at least three years following completion of this contract.

25. PREPAYMENT

STATE will not make any advance payments before performance by CONTRACTOR under this contract.

26. TAXPAYER ID

CONTRACTOR'S federal employer ID number is: _____.

27. PAYMENT OF TAXES BY STATE

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

28. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

CONTRACTOR

Name: _____

Title: _____

Date: _____

Signature: _____

STATE OF NORTH DAKOTA

Acting through its
Department of Public Instruction

Robert Marthaller

Assistant Superintendent

Date: _____

Signature: _____

AND

Stephanie Gullickson

Fiscal Management Director

Date: _____

Signature: _____

FOR DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY				
Department ID	Project	Activity	Account	Class 20130
Unit Director		Grant Manager		Procurement Officer

**Pre-Kindergarten Content Standards Professional Development
RFP No. 201-2001-1017-99**

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

Evaluation Criteria

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

I hereby certify that I do not have a conflict of interest with this Offeror. I further certify that I have reviewed the Request for Proposal Evaluators Guide and that neither I nor my immediate family members have a conflict of interest with regard to this Offeror who submitted a proposal in response to this Request for Proposal, in accordance with [N.D.A.C. § 4-12-04-04](#).

Signature _____ **Date** _____

Understanding of the Project - 35 Points Maximum Point Value for this Section

Rating Scale (35 POINTS Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-21	Good. Some applicability
22-35	Very Good. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

1. Has Offeror demonstrated a thorough understanding of the purpose and scope of the project?

Evaluator's Notes _____

2. Did Offeror identify any pertinent issues or potential problems related to the project?

Evaluator's Notes _____

3. Did Offeror concur with meeting with STATE, educational agencies and early childhood service providers?

Evaluator's Notes _____

4. Did Offeror respond to reviewing and becoming familiar with the STANDARDS?

Evaluator's Notes _____

5. Did Offeror respond to all requirements of the RFP?

Evaluator's Notes _____

EVALUATOR'S POINT TOTAL FOR Understanding of the Project _____

MANAGEMENT PLAN FOR THE PROJECT

20 Points Maximum Point Value for this Section

Rating Scale (20 POINTS Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-10	Good. Some applicability
11-20	Very Good. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

Evaluator's Notes _____

2. Does it appear that the Offeror can meet the schedule set out in the RFP?

Evaluator's Notes _____

EVALUATOR'S POINT TOTAL FOR Management Plan for the Project _____

EXPERIENCE

20 Points Maximum Point Value for this Section

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-10	Good. Some applicability
11-20	Very Good. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

1. Does the Offeror have experience in early childhood education or a closely related field?

Evaluator's Notes _____

2. Did Offeror provide evidence of experience in developing professional development activities and materials aligned with academic content standards?

Evaluator's Notes _____

3. Did Offeror provide a resume and three letters of reference?

Evaluator's Notes _____

4. Does Offeror have three years experience engaging educators in professional development?

Evaluator's Notes _____

5. Does Offeror have a minimum of three years experience facilitating meetings or groups greater than 30 participants?

Evaluator's Notes _____

EVALUATOR'S POINT TOTAL FOR EXPERIENCE _____

Contract Cost**25 Points** Maximum Point Value for this Section**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://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 COST _____

TOTAL EVALUATION POINTS_____

CHECKLIST FOR OFFERORS

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the attachments and state any objections to any of the provisions in the Agreement for Contracted Services form or Indemnification and Insurance prior to the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the Offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office registration requirements prior to the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label and sections of the proposal you feel contain confidential information.