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STATE OF OREGON



COVER PAGE

Oregon Department of Education

EDUCATION SERVICE DISTRICT ASSESSMENT AND COLLECTIONS HELPDESK

Request for Proposal (RFP)

ODE-2145-16

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Closing Date: May 25, 2016

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SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

The State of Oregon, acting by and through its Oregon Department of Education (Agency), Office of Finance and Administration, Procurement Services issues this Request for Proposal (RFP) on behalf of its Office of Assessment and Accountability seeking a qualified Education Service District (ESD) to act as “Lead Contractor” providing Helpdesk Services for accountability testing, data collection and reporting.

Additional details on the Scope of the goods or services or both are included in the Scope of Work Section.

Agency anticipates the award of one (1) Intergovernmental Agreement with an ESD to act as “Lead Contractor” to provide statewide assessment helpdesk support. The initial term of the Contract is anticipated to be one (1) year with options to renew for five (5) additional years.

1.2 SCHEDULE

The table below represents a tentative schedule of events. All times are listed in Pacific Time. All dates listed are subject to change. N/A denotes that event is not applicable to this RFP.

Event	Date	Time
Questions / Requests for Clarification Due	May 12, 2016	2:00 PM
Answers to Questions / Requests for Clarification Issued (approximate)	May 16, 2016	
Closing (Proposals Due)	May 25, 2016	2:00 PM
Issuance of Notice of Intent to Award (approximate)	June 8, 2016	

1.3 SINGLE POINT OF CONTACT (SPC)

The SPC for this RFP is identified on the Cover Page, along with the SPC's contact information. ESD shall direct all communications related to any provision of the RFP, whether about the technical requirements of the RFP, contractual requirements, the RFP process, or any other provision only to the SPC.

SECTION 2: AUTHORITY, OVERVIEW, AND SCOPE

2.1 AUTHORITY AND METHOD

Agency is issuing this RFP pursuant to OAR 125-246-0365(4) and ORS 190.110, “Interagency and Intergovernmental Agreements”.

2.2 DEFINITION OF TERMS

For the purposes of this RFP, capitalized words will refer to the following definitions.

2.2.1 General Definitions

Capitalized terms not specifically defined in this document are defined in OAR 125-246-0110.

2.2.2 Project Specific Definitions

“Agency” means the Oregon Department of Education.

“Education Service District” or “ESD” as defined in Oregon law (Oregon Revised Statute ORS 334.005).

2.3 OVERVIEW

The Office Assessment and Accountability currently contracts with one (1) ESD as “Lead Contractor” providing regional assessment and accountability related support. This service includes answering district questions regarding test administration, test ordering, test record management, data collection, federal accountability, and Oregon Report Cards.

2.3.1 Agency Overview and Background

The Agency fosters excellence for every learner through innovation, collaboration, leadership, and service to our education partners. It's Office of Assessment and Accountability supports Agency roles of accountability, leadership and school improvement represented by data collection from and reporting on Oregon Schools, Districts and ESDs. The second component of the Office is the design, development and implementation of student assessments.

Accountability is one (1) of the core foundations of the Agency. The Agency is responsible for scoring assessments and compiling reports to determine if Oregon schools have met state and federal accountability goals.

2.3.2 Project Overview and Background

A qualified Education Service District (ESD) shall act as “Lead Contractor” providing Helpdesk Services for accountability testing, data collection and reporting for the Agency.

For purposes of the resultant Agreement, the State of Oregon is divided into three (3) service regions, and the Agreement requires minimum support levels to be maintained for each of the three (3) regions. ESD staff shall be specified as points of contact for each region. The three (3) regions are:

Region 1 (Counties) : Benton, Clackamas, Clatsop, Columbia, Hood River, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Wasco, Yamhill.

Region 2 (Counties): Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane.

Region 3 (Counties): Baker, Gilliam, Grant, Harney, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, and Wheeler.

The ESD has the option to sub-contract with other ESDs to serve given regions.

2.3.3 This RFP is only open to Oregon Education Service Districts

Agency will only review Proposals from ESD's according to the evaluation criteria described in this RFP.

ESDs submitting Proposals must comply with all applicable Proposal requirements described in this RFP. Agency reserves the right to cancel RFP if it would be in the public interest as determined by Agency.

ESD's originated in Oregon's first laws establishing a general system of common schools - a system that has maintained but changed the responsibilities and names of Oregon's mid-level education service entity.

Throughout the history of Oregon's regional services system, local governance and state statutes concerning the mission of ESDs has remained somewhat constant: "Education Service Districts assist school districts and the State of Oregon in achieving Oregon's education goals by providing equitable educational opportunities for all of Oregon's public school students."

Each ESD provides regional services to its component school districts, primarily in areas that the school districts alone would not be able to adequately and equitably provide. Examples include high cost technology systems and children with severe disabilities who qualify under the category of high cost but low incidence. These services are basically offered within four (4) large categories: Special Needs Children, School Improvement, Technology, and Administrative services.

2.3.4 Budget

The Agency has determined disclosure of the project budget helps potential ESDs in preparing a proposal meeting the standards and expectations of the RFP. Agency states the magnitude of all requirements in terms of fixed price ranges. The disclosure of range does not mean funding is available at the high end of the range.

This project expected to be in a price range of \$500,000 to \$560,000.

2.4 SCOPE OF WORK

2.4.1 Background:

The Agency's Assessment and Accountability Office works to provide high quality measurement tools and testing support for Oregon schools. In the spirit of achieving a well-balanced system of statewide and local assessments, the Office regularly collaborates with Oregon teachers, test coordinators, and partner organizations to build educator assessment literacy and empower schools to use local performance assessments to measure student progress and improve student learning.

Assessments are an integral part of Oregon education. At their most basic level, assessments are the tools used to collect the information needed to make decisions in everyday life. In education, teachers and administrators use state tests, work samples, and other forms of assessments to measure how well students are learning and determine how best to support them moving forward. Quality assessments provide results that are used to inform a broad range of decisions at the classroom, district, and state levels:

- Teachers use formative and interim assessments in the classroom to identify gaps in student learning and adjust instruction;
- Students and their parents use formative, interim, and summative assessments to check mastery of key learning targets;
- State and local leaders use summative assessment results to make important policy decisions, like where and how to invest in Oregon schools and how to hold schools accountable for the outcomes of those investments.

The Agency's currently contracts with one (1) Education Service District (ESD) as "Lead Contractor" providing regional assessment and accountability related support. The Scope of Work includes answering

district questions regarding test administration, test ordering, test record management, data collection, federal accountability, and Oregon Report Cards.

For the Services to be provided by ESD under the RFP's resultant Agreement, Oregon is divided into three (3) service regions. The ESD shall provide required minimum support levels to be maintained for each of the three (3) regions. ESD staff shall be specified as points of contact for each of the regions. The three (3) regions are:

Region 1 (Counties): Benton, Clackamas, Clatsop, Columbia, Hood River, Lincoln, Linn, Marion, Multnomah, Polk, Tillamook, Washington, Wasco, Yamhill.

Region 2 (Counties): Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane

Region 3 (Counties): Baker, Gilliam, Grant, Harney, Malheur, Morrow, Sherman, Umatilla, Union, Wallowa, and Wheeler.

2.4.2 Anticipated Statement of Work:

A. ESD Helpdesk Requirements:

The ESD must ensure the service requirements listed below are performed.

1. Helpdesk staff must attend an annual workshop conducted by Agency to receive the full training on the assessment and data collection system. This session is conducted via WebEx.
2. Helpdesk staff may be asked to participate in conference calls with Agency staff in conjunction with otherwise required performance measurements.
3. There must be sufficient staffing for each region to ensure performance of the obligations described in this section. ESD and Agency will agree upon the minimum level of staffing and hours of operation needed to meet the needs of each region.
4. ESD shall ensure that all helpdesk staff perform the activities described in 4.1 to 4.3 below.
 - 4.1 Answer the test administration and data questions for the questions Smarter Balanced English language arts and mathematics assessments, the Oregon Assessment of Knowledge and Skills (OAKS) Science and Social Sciences assessments; English Language Proficiency Assessment 21 (ELPA 21), Oregon's English language proficiency assessment; and the Kindergarten Assessment. This includes the following activities:
 - 4.1.1 Answer the "day to day" test administration questions, as outlined in the OAKS Online User Guide, Oregon's Test Administration Manual, and Oregon's Accessibility Manual.
 - 4.1.2 Receive and distribute secure test materials.
 - 4.1.3 Assist the District Test Coordinators (DTCs) with setting up and monitoring student testing.
 - 4.1.4 Support DTCs with locating and downloading test records, and with understanding the elements of those records.
 - 4.1.5 Assist DTCs with reviewing and editing test records.
 - 4.2 Answer basic user questions regarding the appropriate coding and reporting of data to Agency for the Cumulative average daily membership (ADM), Staff Position, Freshman On-Track, Class Roster, Kindergarten Assessment, and Report Card Narrative collections. This includes the following activities:
 - 4.2.1 Assist users with submitting data, and interpreting and resolving errors.
 - 4.2.2 Assist users with interpreting and correcting audits on their records.
 - 4.2.3 Responding to messages and queries no later than the close of business on the day following the receipt of the message.

- 4.3 Attend data collection and data validation webinar trainings, and the yearly in-person Data Collection Committee meeting held each February in Salem.
5. ESD shall assist district- and school-level users with interpreting and correcting data displayed in the Achievement Data Insight validations that are used for accountability reporting.
6. ESD shall distribute Agency communications including bulk communications and specific reminders, based on lists provided by Agency.
7. ESD shall provide district-level users with make-up test administration and security training on a schedule pre-approved by Agency.
8. ESD shall establish a back-up plan to provide appropriate levels of staffing when the regular staffing in these positions are unavailable.
9. ESD shall provide a minimum of one (1) toll free phone line for school and district staff if their services are to extend out of their local phone area.
10. ESD shall maintain a website with links to training schedules and other helpful documentation as determined by Agency.

The above service requirements are based on a staffing level of 6 FTE. ESD's Cost Proposal shall include costs for the staffing level of 6 FTE and include costs for staffing levels of 3, 4, and 5 FTE for required reduction in services.

B. ESD Reporting:

Every three (3) months (quarterly), ESD shall submit written data on number of calls and emails handled, and hours worked by category. At a minimum, the ESD must report number of calls and emails handled and hours of staff time, split into appropriate categories (Proposal must specify categories).

C. ESD Project Management:

1. ESD shall be responsible for creating and maintain all documentation necessary to demonstrate performance of deliverables required under this Agreement and to substantiate all invoiced work.
2. ESD shall provide continuous monitoring of its helpdesk workload by tracking appropriate statistics.

D. ESD Communications:

1. ESD shall communicate with districts regarding Agency policies or Agency memos/news releases.
2. ESD shall communicate with Agency regarding feedback from the field; where Agency has developed a specific procedure for communicating feedback to Agency, ESD must use these procedures.
3. ESD may be asked to participate in conference calls with Agency as deemed necessary by Agency.

E. Registered Private Schools:

1. ESD shall serve as DTC for private schools in their region who request access to the OAKS Online Science or Social Sciences assessments.
2. ESD shall ensure private schools are notified of Agency DTC trainings necessary to administer OAKS Science and Social Sciences.

3. ESD shall enroll one (1) person in each private school as a School Test Coordinator (STC) eligible to delegate authority to other school staff to administer OAKS Science and Social Sciences (i.e. submit them to the User Management System as a school test coordinator). Enrollment of an STC will be contingent on ESD receiving notification from the principal/executive of the private school.
4. ESD shall provide to Agency a list of private schools, which met their OAKS training requirements, and have access to OAKS Science and Social Sciences.
5. ESD shall establish a method to notify private schools regarding the ESD's responsibility to make OAKS Science and Social Sciences assessments available to private schools, including fee schedules and training opportunities. (Agency will not charge ESD for providing access to either OAKS Science or Social Sciences assessments.)
6. Agency will not reimburse ESD for services related to the administration and reporting of assessments for home school students and private schools. ESD may charge the private school or home school parent a fee consistent with ESD's policies.

F. Adjustments for Changes in Performance levels

1. If ESD's average FTE for the six-month period falls more than 0.25 FTE below what was budgeted, the budget for the next six (6) months will be adjusted downward in 0.5 FTE steps until the new budget is no more than 0.25 FTE below the actual for the previous six (6) months. The budget will be raised in a similar fashion when actual FTE for the previous six (6) months exceeds budgeted FTE by more than 0.25 FTE.

<u>Activities</u>	<u>Deliverables</u>	<u>Due Dates</u>
Requirements		
A.1	List of attendees and copy of handouts and training materials	Within one (1) day of scheduled training
A.2	List of attendees.	Within one (1) week of scheduled training.
A.3	Planned work schedule of FTE for next quarter	Day before the first day of the quarter
A.9	Written copy of backup plan for next quarter	Day before the first day of the quarter
A.10	Copy of phone agreement	July 1, 2016 and within one (1) day of any update
A.11	Link to website	July 1, 2016 and within one (1) day of any update
Reporting		
B.1	Submit written report on calls and emails received, and hours worked.	Quarterly
Register Private Schools		
E.2	Written copies of training notifications and training sign-in sheets	Quarterly
E.3	Written list of persons enrolled as a School Test Coordinator	Quarterly
E.4	Written list of private schools meeting training requirements and have access to Oaks online or the Oregon Writing Performance Assessment.	Quarterly
E.5	Provide written plan describing the method used by the ESD	December 31, 2016

SECTION 3: PROCUREMENT REQUIREMENTS AND EVALUATION

3.1 MINIMUM REQUIREMENTS

To be considered for evaluation, Proposal must demonstrate how ESD meets all requirements of this Section:

- Proposer must be an Oregon Education Service District as established by ORS 334.013.

3.2 MINIMUM SUBMISSION REQUIREMENTS

3.2.1 Proposal Format and Quantity

Proposal should follow the format and reference the sections listed in the Proposal Content Requirements section. Responses to each Section and subsection should be labeled to indicate the item being addressed. Proposal must describe in detail how requirements of this RFP will be met and may provide additional related information. Cost information must be submitted as a separate electronic file/sealed envelope.

ESD shall submit its Proposal without extensive art work, unusual printing or other materials not essential to the utility and clarity of the Proposal. ESD shall submit both a hard copy on white 8 ½" x 11" Recycled Paper and an electronic copy on electronic media such as thumb drive or CD.

ESD shall submit an original, bearing the ESD's authorized representative's Signature, and five (5) copies of the un-redacted Proposal.

ESD shall submit its Proposal in a sealed package addressed to the SPC with the ESD's name and the RFP number clearly visible on the outside of the package.

ESD's electronic copy of the Proposal by USB drive, DVD, or CD must be formatted using Adobe Acrobat (pdf), Microsoft Word (docx), or Microsoft Excel (xlsx).

3.2.2 Authorized Representative

A representative authorized to bind the ESD shall sign the Proposal. Failure of the authorized representative to sign the Proposal may subject the Proposal to rejection by Agency.

3.3 PROCUREMENT PROCESS

3.3.1 Public Notice

The RFP, including all Addenda and attachments, will be published in the Oregon Procurement Information Network (ORPIN) at <http://www.orpin.oregon.gov> and provided electronically via email addressed to the Agency's Business Manager List Serve. RFP documents will not be mailed to prospective ESDs.

Agency shall advertise all Addenda on ORPIN and any Addenda sent electronically via email to the Agency's Business Manager List Serve. Prospective ESD is solely responsible for checking ORPIN or with their ESD's Business Manager to determine whether or not any Addenda have been issued or not. Addenda are incorporated into the RFP by this reference.

3.3.2 Questions / Requests for Clarification

All inquiries, whether relating to the RFP process, administration, deadline or method of award, or to the intent or technical aspects of the RFP must:

- Be delivered to the SPC via email, facsimile, or hard copy;
- Reference the RFP number;
- Identify ESD's name and contact information;
- Be sent by authorized representative;

- Refer to the specific area of the RFP being questioned (i.e. page, section and paragraph number); and
- Be received by the due date and time for Questions/Requests for Clarification identified in the Schedule in Section 1.2.

3.3.3 Pre-Proposal Conference

A pre-Proposal conference ***will not*** be held for this RFP.

3.3.4 Solicitation Protests

3.3.4.1 Protests to RFP

ESDs do not have the right to protest the RFP or award. However, the Agency may, in its sole discretion, consider comments from government bodies regarding those subsections.

3.3.5 Proposal Submission Options

ESD is solely responsible for ensuring its Proposal is received by the SPC in accordance with the RFP requirements before Closing. Agency is not responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Proposal submitted by any means not authorized will be rejected.

3.3.5.1 Submission through ORPIN

Submission through ORPIN **is not** allowed for this RFP.

3.3.5.2 Submission through Mail or Parcel Carrier

Proposal may be submitted through the mail or via parcel carrier, and must be clearly labeled and submitted in a sealed envelope, package or box. The outside of the sealed submission must clearly identify the ESD's name and the RFP number. It must be sent to the attention of the SPC at the address listed on the Cover Page.

3.3.5.3 Submission in Person

Proposal may be hand delivered, and must be clearly labeled and submitted in a sealed envelope, package or box. Proposal will be accepted, prior to Closing, during Agency's normal Monday – Friday business hours of 8:00 am to 5:00 pm Pacific Time, except during State of Oregon holidays and other times when Agency is closed. The outside of the sealed submission must clearly identify the ESD's name and the RFP number. It must be delivered to the attention of the SPC at the address listed on the Cover Page.

3.3.6 Proposal Modification or Withdrawal

Any ESD who wishes to make modifications to a Proposal already received by Agency shall submit its modification in one of the manners listed in the Proposal Submission Options section and must denote the specific change(s) to the Proposal submission.

If a ESD wishes to withdraw a submitted Proposal, it shall do so prior to Closing. The ESD shall submit a Written notice Signed by an authorized representative of its intent to withdraw its Proposal . The notice must include the RFP number and be submitted to the SPC.

3.3.7 Proposal Due

Proposal and all required submittal items must be received by the SPC on or before Closing. Proposal received after the Closing will not be accepted. All Proposal modifications or withdrawals must be completed prior to Closing.

Proposals received after Closing are considered LATE and will NOT be accepted for evaluation. Late Proposals will be returned to the respective ESD or destroyed.

3.3.8 Proposal Rejection

Agency may reject a Proposal for any of the following reasons:

- ESD fails to substantially comply with all prescribed RFP procedures and requirements, including but not limited to the requirement that ESD's authorized representative sign the Proposal in ink.
- ESD fails to meet the responsibility requirements as described in ORS 279B.110(2)(a), (b), (g).
- ESD makes any contact regarding this RFP with State representatives such as State employees or officials other than the SPC or those the SPC authorizes, or inappropriate contact with the SPC.
- ESD attempts to inappropriately influence a member of the Evaluation Committee.

- Proposal is conditioned on Agency's acceptance of any other terms and conditions or rights to negotiate any alternative terms and conditions that are not reasonably related to those expressly authorized for negotiation in the RFP or Addenda.

3.3.9 Opening of Proposal

There will be no public Opening of Proposals. Proposals received will not be available for inspection until after the evaluation process has been completed and the Notice of Intent to Award. However, Agency will record and make available the identity of all ESDs after Opening.

3.4 PROPOSAL CONTENT REQUIREMENTS

Proposal must address each of the items listed in this section and all other requirements set forth in this RFP. ESD shall describe the Goods to be provided or the Services to be performed or both. A Proposal that merely offers to provide the goods or services as stated in this RFP will be considered non-Responsive to this RFP and will not be considered further.

3.4.1 Proposal Certification Sheet

The ESD shall complete and submit the Proposal Certification Sheet (Attachment C).

3.4.2 ESD Information Sheet

The ESD shall complete and submit the ESD Information Sheet (Attachment D).

3.4.3 Key Persons and their Resumes

Specify key persons to be assigned to this Project, and include a current resume (not to exceed two (2) pages each) for each individual that demonstrates qualifications and experience for the Work described.

3.4.4 Project Implementation Plan

Briefly describe how ESD would carry out the major activities of this project in context with the Scope of Work. Provide a comprehensive management plan that the ESD intends to follow. Illustrate how the plan will serve to coordinate and accomplish the Work.

3.4.5 Cost Proposal

Submit a detailed Cost Proposal (Attachment D) stating the cost for each deliverable and the total cost for the entire project. Include a breakdown of all labor, profit and expenses.

ESD's Cost Proposal shall include costs for the staffing level of 6 FTE and also include costs for staffing levels of 3, 4, and 5 FTE for required reduction in services.

3.4.6 Public Record/Confidential or Proprietary Information

All Proposals are public record and are subject to public inspection after Agency issues the Notice of the Intent to Award. If a ESD believes that any portion of its Proposal contains any information that is a trade secret under ORS Chapter 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law (ORS 192.410 through 192.505), ESD shall complete and submit the Affidavit of Trade Secret (Attachment B) and a fully redacted version of its Proposal.

ESD is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law (ORS 192.410 through 192.505) and identifying the Proposal, in whole, as exempt from disclosure is not acceptable. Agency advises each ESD to consult with its own legal counsel regarding disclosure issues.

If ESD fails to identify the portions of the Proposal that ESD claims are exempt from disclosure, ESD has waived any future claim of non-disclosure of that information.

3.5 EVALUATION PROCESS

3.5.1 Responsiveness and Responsibility Determination

Proposals received prior to Closing will be reviewed for Responsiveness to all RFP requirements including compliance with Minimum Requirements section and Proposal Content Requirements section. If the Proposal is unclear, the SPC may request clarification from ESD. However, clarifications may not be used to rehabilitate a non-Responsive Proposal. If the SPC finds the Proposal non-Responsive, the Proposal may be rejected, however, Agency may waive mistakes.

At any time prior to award, Agency may reject a ESD found not to be Responsible.

3.5.2 Evaluation Criteria

Proposals meeting the requirements outlined in the Proposal Content Requirements Section will be evaluated by an Evaluation Committee. Evaluators will assign a score for each evaluation criterion listed below in this Section.

SPC may request further clarification to assist the Evaluation Committee in gaining additional understanding of Proposals. A response to a clarification request must be to clarify or explain portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

3.5.2.1 Evaluation Item 1 - Technical Plan (30 Points Available)

- How well does the Proposal adequately address all components of the Scope of Work? (15 Points)
- How well does the Proposal demonstrate knowledge and understanding of required services? (15 Points)

3.5.3.2 Evaluation Item 2 – Management Plan (15 Points available)

- How well does ESD demonstrate ability to successfully complete similar projects or perform similar services on time and within budget? (10 Points)
- Does Proposal identify proposed subcontractors and their qualifications? (5 Points)

3.5.3.3 Evaluation Item 3 – Staffing Plan (25 Points Available)

- Is ESDs staffing adequate to complete the Work? (10 Points)
- Does the proposed staff have the skill to perform the Scope of Work? (10 Points)
- Has ESD appropriately allocated FTE for its staff? (5 Points)

3.5.4.4 Evaluation Item 4 – Cost (20 Points Available)

Costs must include all personnel costs, materials and supplies, travel, administrative and indirect costs, and any other costs associated with the provision of the services under the resultant Agreement.

3.6 COST EVALUATION

The SPC will conduct the cost evaluation. The SPC will award a cost score to each Cost Proposal based upon the percentage of the proposed cost as compared to the lowest ESD's cost using the following formula:

$$(LP/VP)*PP= AP$$

LP = Lowest Cost Proposal among all Proposals

VP = ESD's Cost being scored

PP = Cost Points allowed

AP = Awarded Points

If Agency requests clarification of any cost information included in ESDs Cost Proposal, ESD shall provide the clarification within five (5) business days (Monday through Friday, state-observed holidays excluded) or the Proposal may be rejected as non-responsive at the sole discretion of Agency.

3.7 POINT AND SCORE CALCULATIONS

Points are the total possible value for each section as listed in the table below.

TOTAL POINTS POSSIBLE :		90
3.5.2.1	Evaluation Item 1 - Technical Plan	30
3.5.2.2	Evaluation Item 2 – Management Plan	15
3.5.2.3	Evaluation Item 3 – Staffing Plan	25
3.6	COST POINTS POSSIBLE	20

3.8 RANKING OF ESDS

SPC will rank all ESDs advancing through all rounds of evaluation. The SPC will total the final average score (calculated by totaling the points awarded by each Evaluation Committee member and dividing by the number of members), and final cost. SPC will determine rank order for each respective Proposal and ESD, with the highest score receiving the highest rank, and successive rank order determined by the next highest score.

SECTION 4: AWARD AND NEGOTIATION

4.1 AWARD NOTIFICATION PROCESS

4.1.1 Award Consideration

Agency, if it awards an Agreement, shall award an Agreement to the highest ranking Responsible ESD based upon the scoring methodology and process described in Section 3. Agency may award less than the full Scope defined in this RFP.

4.1.2 Intent to Award Notice

Agency will notify all ESDs in Writing that Agency intends to award an Agreement to the selected ESD subject to successful negotiation of any negotiable provisions.

4.2 INTENT TO AWARD PROTEST

4.2.1 Protest Submission

ESDs do not have the right to protest the RFP or award. However, the Agency may, in its sole discretion, consider comments from government bodies regarding those subsections.

4.3 APPARENT SUCCESSFUL ESD SUBMISSION REQUIREMENTS

4.3.1 Insurance

Prior to execution of the Agreement, the apparent successful ESD shall secure and demonstrate to Agency proof of insurance coverage meeting the requirements identified in the RFP or as otherwise negotiated.

Failure to demonstrate coverage may result in Agency terminating Negotiations and commencing Negotiations with the next highest ranking ESD. ESD is encouraged to consult its insurance agent about the insurance requirements contained in Insurance Requirements (Exhibit B of Attachment A (Sample Interagency Agreement) prior to Proposal submission.

4.4 AGREEMENT NEGOTIATION

4.4.1 Negotiation

By submitting a Proposal, ESD agrees to comply with the requirements of the RFP, including the terms and conditions of the Sample Interagency Agreement (Attachment A), with the exception of those terms reserved for negotiation. ESD shall review the attached Sample Interagency Agreement and note exceptions. Unless ESD notes exceptions in its Proposal, the State intends to enter into an Agreement with the successful ESD substantially in the form set forth in Sample Interagency Agreement (Attachment A). It may be possible to negotiate some provisions of the final Agreement; however, many provisions cannot be changed. ESD is cautioned that the State of Oregon believes modifications to the standard provisions constitute increased risk and increased cost to the State. Therefore, Agency will consider the Scope of requested exceptions in the evaluation of Proposals.

Any Proposal that is conditioned upon Agency's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the Oregon Department of Justice.

All items, except those listed below, may be negotiated between Agency and the apparent successful ESD in compliance with Oregon State laws:

- Choice of law
- Choice of venue
- Constitutional requirements

In the event that the parties have not reached mutually agreeable terms within 60 calendar days, Agency may terminate Negotiations and commence Negotiations with the next highest ranking ESD.

SECTION 5: ADDITIONAL INFORMATION

5.1 GOVERNING LAWS AND REGULATIONS

This RFP is governed by the laws of the State of Oregon. Venue for any administrative or judicial action relating to this RFP, evaluation and award is the Circuit Court of Marion County for the State of Oregon; provided, however, if a proceeding must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

5.2 OWNERSHIP/PERMISSION TO USE MATERIALS

All Proposals submitted in response to this RFP become the Property of Agency. By submitting an Proposal in response to this RFP, ESD grants the State a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the Proposal

solely for the purpose of evaluating the Proposal, negotiating an Agreement, if awarded to ESD, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Law (ORS 192.410 through 192.505). Proposals, including supporting materials, will not be returned to ESD unless the Proposal is submitted late.

5.3 CANCELLATION OF RFP; REJECTION OF PROPOSALS; NO DAMAGES.

Agency may reject any or all Proposals in-whole or in-part, or may cancel this RFP at any time when the rejection or cancellation is in the best interest of the State or Agency, as determined by Agency. Neither the State nor Agency is liable to any ESD for any loss or expense caused by or resulting from the delay, suspension, or cancellation of the RFP, award, or rejection of any Proposal.

5.4 COST OF SUBMITTING A PROPOSAL

ESD shall pay all the costs in submitting its Proposal, including, but not limited to, the costs to prepare and submit the Proposal, costs of samples and other supporting materials, costs to participate in demonstrations, or costs associated with protests.

5.5 STATEWIDE E-WASTE/RECOVERY POLICY

If applicable, ESD shall include information in its Proposal that demonstrates compliance with the Statewide [E-Waste/Recover Policy](#) effective July 1, 2012.

5.6 RECYCLABLE PRODUCTS

ESD shall use recyclable products to the maximum extent economically feasible in the performance of the Services or Work set forth in this document and the subsequent Contract.

5.7 CHECKLIST DISCLAIMER

Any checklists that may be contained in this RFP are provided only as a courtesy to prospective ESD. Agency makes no representation as to the completeness or accuracy of any Checklist. Prospective ESD is solely responsible for reviewing and understanding the RFP and complying with all the requirements of this RFP, whether listed in a checklist or not. Neither the State nor Agency is liable for any claims, or subject to any defenses, asserted by ESD based upon, resulting from, or related to, ESD's failure to comprehend all requirements of this RFP.

SECTION 6: LIST OF ATTACHMENTS

ATTACHMENT A	SAMPLE INTERGOVERNMENTAL AGREEMENT
ATTACHMENT B	ESD CERTIFICATION SHEET
ATTACHMENT C	ESD INFORMATION SHEET
ATTACHMENT D	COST PROPOSAL FORM