



*******IMPORTANT SUBMITTAL INFORMATION*******

Responses to this Request for Proposal are to be submitted electronically. No hard copy proposals will be accepted.

Interested responders are encouraged to submit an "Intent to Respond" form (Appendix A – Page 14).

All applicable forms and documents are contained herein.

**EdLab Group
19020 33rd Avenue West, Suite 210
Lynnwood, WA 98036
425-977-4741**

Release Date: December 7, 2011



NOTICE OF REQUEST FOR PROPOSALS

Submitting a "Notice of Intent to Respond" (Appendix A –page 14) is recommended by **Friday, December 16, 2011, at 5:00 p.m. (PST)**. Failure to submit a "Notice of Intent to Respond" will NOT lead to disqualification or reduced consideration of proposal, but rather will ensure questions, answers, and addenda to RFP will be provided to all interested parties. Form should be submitted electronically to broadband@edlabgroup.org. The following reference should be used in the e-mail subject: *Notice of Intent to Respond – LinkWYOMING Monitoring and Evaluation*.

Electronic proposals will be received by EdLab Group at broadband@edlabgroup.org until **5:00 p.m. (PST), Friday, January 6, 2012**. E-mail subject line should read: *Response to RFP - LinkWYOMING Monitoring and Evaluation*.

Proposals, including signature pages, should be submitted in a single file with consecutive page numbering and in MS Office or PDF format.

No hard copy proposals will be accepted.

The deadline for proposals is:

Friday, January 6, 2012, at 5:00 p.m. (PST)

Any proposal received later than the specified date/time shall be disqualified.

EdLab Group reserves the right to reject any or all proposals and to accept any proposal deemed most closely aligned with the needs of the LinkWYOMING program, waiving informality.

The length of initial contract shall be from the contract signing date until **October 31, 2012**, with options to renew for two subsequent years. Initial and subsequent contracts are contingent upon continued funding through the Department of Commerce National Telecommunications and Information Administration or other granting agency, as well as successful performance of selected Vendor.

GENERAL CONDITIONS

THE TERMS "RESPONDER," "OFFEROR," "VENDOR" AND "PROPOSER" AND THEIR DERIVATIVES MAY BE USED INTERCHANGEABLY IN THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE APPLICABLE ON ALL PROPOSALS, QUOTES, PURCHASE ORDERS AND THEIR DERIVATIVES.

1. NOTICE OF INTENT TO RESPOND: Interested parties are encouraged to submit an electronic "Notice of Intent to Respond" (Appendix A – page 14) to broadband@edlabgroup.org. (Subject line: Notice of Intent to Respond – LinkWYOMING Monitoring and Evaluation) by **Friday, December 16, 2011, at 5:00 p.m. (PST)**. Failure to submit a "Notice of Intent to Respond" will NOT lead to disqualification or reduced consideration of proposal, but rather will ensure questions, answers, and addenda to RFP will be provided to all interested parties.
2. PROPOSALS, ACCEPTED IN ELECTRONIC FORMAT ONLY, SHALL BE SUBMITTED TO EDLAB GROUP AT broadband@edlabgroup.org (Subject line: *Response to RFP - LinkWYOMING Monitoring and Evaluation*). Electronic proposals will be received by EdLab Group at broadband@edlabgroup.org until **5:00 p.m. (PST), Friday, January 6, 2012**. E-mail subject line should read: *Response to RFP - LinkWYOMING Monitoring and Evaluation*.
3. LATE RESPONSES: ***Late responses will not be accepted or considered.*** EdLab Group will not be responsible for proposals delivered incorrectly or misplaced proposals. The electronic time/date stamp of e-mail receipt by EdLab Group shall be the official time of receipt.
4. VENDOR SHALL PROVIDE with their proposal all documentation required, including all required forms. Failure to provide this information may result in rejection of bid.
5. VENDOR COSTS are to remain firm from date of award until completion of initial and optional succeeding contracts, **October 31, 2014**, or until such time as grant funds are retracted by Congress, the Department of Commerce National Telecommunications and Information Administration or other granting agency.
6. IF DURING THE LIFE OF THE CONTRACT, the successful contractor's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to EdLab Group.
7. PROPOSALS MUST COMPLY with all federal, state, county and local laws concerning these types of goods/services. ALL ITEMS MUST MEET OSHA STANDARDS OF COMPLIANCE AND, IF APPLICABLE, BE ASBESTOS FREE.
8. REMEDIES: CONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the offeror's own risk and entity responding to RFP cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of entities responding to RFP.
9. ALTERING PROPOSAL: A proposal cannot be altered or amended after the submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

10. **RESPONSIBLE PARTY:** The business or organization must be a well established entity and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period.
11. **REFERENCES:** EdLab Group requests offerors to supply, with their proposal, a list of at least three (3) references where similar goods/services have been supplied by their company/organization to entities of similar size and scope. Include name of firm, telephone number and name of representative. Further detail regarding deliverables found in "Scope of Proposal."
12. **WITHDRAWAL OF PROPOSAL:** A proposal may not be withdrawn or canceled by the offeror without permission of EdLab Group for a period of ninety (90) days following the date designated for the receipt of proposals, and offeror so agrees upon submittal of their proposal. Withdrawal of a proposal or item(s) in a proposal will be documented in the Vendor's history file and may result in Vendor being placed on unresponsive Vendor list.
13. **NO CASH ADVANCE** discount will be considered.
14. **PROPOSAL EVALUATION:** Approximately \$153,000 is available through the ARRA Department of Commerce National Telecommunications and Information Administration's State Broadband Initiative for a monitoring and evaluation (M&E) partner. The lowest amount proposal received will not necessarily be the successful contractor. Proposals will be evaluated not only in terms of the cost of the services, but also in terms of responsiveness to EdLab Group's and LinkWYOMING's needs and requirements. EdLab Group will award the proposal on the basis of best fit/best value.
15. **EVALUATION CRITERIA:** In determining to whom to award a contract, EdLab Group will consider: (1) the purchase price; (2) the reputation of the Vendor and of the Vendor's goods/services; (3) the quality of the Vendor's goods/services; (4) the extent to which the goods/services meet EdLab Group's needs; (5) the Vendor's past relationship with EdLab Group; (6) the impact on the ability of EdLab Group to comply with the laws and rules relating to historically underutilized business; (7) the long-term cost to EdLab Group to acquire the Vendor's goods/services; and (8) any other relevant factor as listed in the project documents.
16. **CONTRACT AWARD:** EdLab Group reserves the right to award contract(s) as a whole or on a line item basis, whichever is in the best interest of EdLab Group and the LinkWYOMING program.
17. **CONFLICT OF INTEREST:** All directors, employees or agents who participate in the selection or acceptance of a contract for equipment, materials, supplies or services must comply with EdLab Group's and NTIA's Conflict of Interest Policy. No director, employee or agent will participate in the selection or acceptance of a contract involving a conflict of interest without the approval of the EdLab Group Board. "Conflict of interest" includes situations in which an EdLab Group employee, family member or board member has a financial interest in the business, organization or individual selected for the contract. Further detail found in "Scope of Proposal."
18. **ETHICS:** The offeror to proposal shall not offer or accept gifts or anything of value to enter into any business arrangement with any employee, official or agent of EdLab Group.
19. **DEVIATIONS FROM SPECIFICATIONS:** All deviations from the specifications must be noted in writing, in detail by the offeror at the times of submittal of the proposal. The absence of a written list of specification deviations will hold the offeror strictly accountable

to EdLab Group's / LinkWYOMING's specifications, as written. Any deviations from the specifications written not previously submitted, as required, will be grounds for rejection of the services.

20. EXPECTATIONS/SUBSTITUTIONS: Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the sections provided or by attachment as part of the proposal. The absence of such a list shall indicate the offeror has not taken exceptions and EdLab Group shall hold the offeror responsible to perform in strict accordance with specification of the invitation. EdLab Group will not accept substitutions after item(s) have been awarded as specified. EdLab Group reserves the right to accept any and all or none of the expectation(s)/ substitution(s) in the proposal which are deemed to be in the best interest of EdLab Group and the LinkWYOMING program.
21. ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in EdLab Group. Addenda will be provided electronically to all who have submitted a "Notice of Intent to Respond" and are known to have received a copy of this RFP.
22. ADDENDA MUST BE ACKNOWLEDGED WITH PROPOSAL SUBMITTAL. An addenda acknowledgement form will be provided with RFP addenda requiring written acknowledgement of addenda.
23. CHANGE ORDERS: No oral statement of any person shall modify, otherwise change, or affect the items, conditions, pricing, or specifications stated in the result of contract. All change orders to the contract will be made in writing by EdLab Group.
24. SUCCESSFUL CONTRACTOR SHALL indemnify and save harmless EdLab Group and the LinkWYOMING program and all of its officers, agents and employees from all suits, actions or other claims of any character, name and description brought to or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful contractor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from contract award. The successful offeror will indemnify and save harmless EdLab Group from liability, claim or demand on their part, agents, servants, customers and/or employees, whether such liability, claim or demand arise from event or casualty happening within the occupied premises. The successful contractor shall pay any judgment with costs which may be obtained against EdLab Group growing out of such injury or damages. Liability will be capped per Wyoming tort laws.
25. CONTRACT: Proposals, when properly accepted by EdLab Group, shall constitute an integral part of any contract, equally binding between the successful contractor and EdLab Group. No different or additional terms will become a part of this contract with the exception of Change Orders.
26. AUDITS: EdLab Group, the U.S. Department of Commerce, the National Telecommunications and Information Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions as per 15 CFR Part 14, 14.48(d). Upon request by the Department of Commerce National Telecommunications and Information Administration (NTIA), Vendor shall arrange for and provide results of an audit by an independent accountant in order to ascertain the

effectiveness of its financial management systems and internal procedures established to meet the terms of this Agreement. Vendor shall provide the EdLab Group with a copy of the audit report(s) within thirty (30) days of issuance.

27. **TERMINATION OF CONTRACT:** This contract shall remain in effect until contract expires and/or delivery and acceptance of products and/or performance of services is concluded, and/or grant funding is retracted by Congress, the Department of Commerce, the National Telecommunications and Information Administration or other granting entities, subject to the following conditions:
 - A. EdLab Group reserves the right to review the performance of Vendor at all times.
 - B. EdLab Group will have the right to cancel the contract subject to EdLab Group approval at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to EdLab Group approval at any time on thirty (30) days written notice and justification. The successful Vendor must state therein the reasons for such cancellation. In the event of any actual contract cancellation, EdLab Group will not be held responsible for loss of business or any termination expenses incurred by the Vendor.

28. **TERMINATION FOR DEFAULT:** EdLab Group reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of EdLab Group / LinkWYOMING in the event of breach or default of this contract. EdLab Group reserves the right to terminate the contract immediately in the event the successful Vendor fails to:
 - A. Provide products as identified
 - B. Meet schedules
 - C. Otherwise perform in accordance with these specifications

29. **REPRESENTATION:** The Vendor represents that the items and/or services provided by the Vendor hereunder shall conform to those represented and described in the attachments. Notwithstanding anything to the contrary herein, if for any reason EdLab Group determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of EdLab Group, EdLab Group may on ten (10) days notice terminate this agreement and receive the pro-rata portion of the contract sum paid to the Vendor by EdLab Group for the unexpired term of agreement.

30. **BREACH OF CONTRACT** or default authorizes EdLab Group to exercise any or all of the following rights:
 - A. EdLab Group may take possession of all materials produced for EdLab Group and the LinkWYOMING program.
 - B. EdLab Group reserves the right to award canceled contract to next most suitable offeror as it deems to be in the best interest of EdLab Group. In such event, EdLab Group may charge the successful vendor the difference for any additional cost of such bid item.

31. **IN THE EVENT** the successful Vendor shall fail to perform, keep or observe any of the terms and conditions, EdLab Group shall give the successful Vendor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of EdLab Group within ten (10) working days of receipt of such notice by the successful Vendor, default will be declared and all the successful Vendor's rights shall terminate.

32. **VENDOR, IN SUBMITTING A PROPOSAL,** agrees that EdLab Group shall not be liable to prosecution for damages in the event that EdLab Group declares the bidder in default.

33. GRACE PERIOD: EdLab Group requests the right to continue in force this contract for a period not to exceed ninety (90) days after expiration date for unforeseeable reasons on a month-to-month basis if agreed to by both parties.
34. NOTICE: Any notice provided by this RFP (or required by Law) to be given to the successful Vendor by EdLab Group shall be conclusively deemed to have been given and received on the next day after such written notice had been deposited in the mail in Lynnwood, WA, by registered or certified mail with sufficient postage affixed thereto, addressed to the successful Vendor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner. Notices may also be delivered electronically; time stamp of 'sent' e-mail shall be recorded as time and date of notification.
35. CONTRACT ADMINISTRATOR: Under this contract, EdLab Group may appoint a contract administrator with designed responsibility to ensure compliance with contract requirements, such as but not limited to acceptance, inspection and delivery. The contract administrator will serve as liaison between EdLab Group and the successful Vendor.
36. PURCHASE ORDER: A purchase order(s) shall be generated by EdLab Group to the successful Vendor. The purchase order number must appear on all itemized invoices. EdLab Group will not be held responsible for any invoices without a valid current purchase order number.
37. PACKING SLIPS or other suitable shipping documents shall accompany each special order shipment and shall show: (1) name and address of successful bidder, (2) name and address of receiving department/campus and/or delivery location, (3) EdLab Group Purchase Order number, and (4) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.
38. PRODUCTS SUPPLIED under this contract shall be subject to EdLab Group approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to EdLab Group. If item is not picked up within one (1) week after notification, the item will become donation to EdLab Group for disposition.
39. WAGES: Successful Vendor shall pay or cause to be paid, without cost or expense to EdLab Group, all salaries, Social Security, unemployment and federal income withholding taxes of all employees/staff assigned to this project.
40. VENUE: This agreement will be governed and construed according to the laws of the State of Washington. Both parties agree that venue for any litigation arising from this contract shall lie in Lynnwood, WA.
41. ASSIGNMENT: The successful Vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without prior written consent of EdLab Group.
42. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.
43. FORCE MAJEURE: Neither party shall be liable in damages for any delay or default in the performance of this contract, if such delay or default is caused beyond the reasonable control of the party whose performance is affected.

44. EQUAL EMPLOYMENT OPPORTUNITIES LAWS. Successful Vendor will be required to comply with applicable equal employment opportunity laws and regulation.
45. PAYMENT shall be made upon receipt of invoices for a specified timeframe. The EdLab Group issues checks on the 10th and 25th of each month. The EdLab Group requires ten (10) working days for processing invoices.
46. INVOICES shall show purchase order number and project name and shall be mailed directly to:

**EdLab Group
ATTN: Operations Manager
19020 33rd Avenue West, Suite 210
Lynnwood, WA 98036
(425) 977-4741**

47. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH EDLAB GROUP must submit a Conflict of Interest Acknowledgment Form (see page 18).
48. ALL VENDORS OR CONTRACTORS DOING BUSINESS WITH EDLAB GROUP must have Form W-9 Request for Taxpayer Identification number and Certification on file.
49. ANY QUESTIONS concerning this invitation to bid or specifications included should be directed to EDLAB GROUP at broadband@edlabgroup.org All submitted questions and answers will be sent to all potential vendors who have provided a "Notice of Intent to Respond" by the recommended deadline.

NOTE: No qualified person shall, on the grounds of age, color, disability status, familial status, gender identity, genetic information, national origin, race, religion, sex, sexual orientation, or veteran status be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this RFP.

--END GENERAL CONDITIONS--

SCOPE OF PROPOSAL

EdLab Group is a 501(c)(3) nonprofit organization and recipient of an American Recovery and Reinvestment Act (ARRA) State Broadband Initiative (SBI) award, administered through the Department of Commerce's National Telecommunications and Information Administration, on behalf of the State of Wyoming for the LinkWYOMING program.

EdLab Group is seeking a qualified partner to:

1. Collaborate with EdLab Group and the LinkWYOMING capacity building vendors in the design of a Monitoring and Evaluation (M&E) Framework, which is a research process to monitor the progress of regional and statewide broadband investment activities and evaluate the resulting outcomes and impacts
2. Implement and lead the M&E Framework in coordination with LinkWYOMING partners, including the Office of the Chief Information Officer (CIO), Wyoming Business Council, Wyoming Rural Development Council and seven Regional Planning Teams (RPTs)

Please refer to Appendices C and D (see page 19), which provides a project summary and illustrative prototype of the LinkWYOMING M&E Framework for Broadband Development Activities. The selected partner will work in close collaboration with researchers, vendors and tool developers to further develop the Framework.

I. NOTICE OF INTENT TO RESPOND

Interested parties are encouraged to submit an electronic "Notice of Intent to Respond" (Appendix A-page 14) to broadband@edlabgroup.org. (Subject line: Notice of Intent to Respond – LinkWYOMING Monitoring and Evaluation) by **Friday, December 16, 2011, at 5:00 p.m. (PST)**. Failure to submit a "Notice of Intent to Respond" will NOT lead to disqualification or reduced consideration of proposal, but rather will ensure questions, answers and addenda to RFP will be provided to all interested parties.

II. CONTRACT PERIOD

The length of initial contract shall be from the contract signing date until **October 31, 2012**, with options to renew for two subsequent years. Initial and subsequent contracts are contingent upon if and when such grant funds are retracted by Congress, the Department of Commerce National Telecommunications and Information Administration or other granting agency, as well as successful performance of selected Vendor.

III. TERMINOLOGY

The terms responder, offeror, vendor, and proposer are used interchangeably throughout this document. All such terms refer to the organizations submitting proposals for EdLab Group's consideration.

III. MANDATORY REQUIREMENTS

The following states the mandatory requirements for all responding to this RFP. Any requirement not met in offeror's proposal may be grounds for rejection. Refer to Section IV detailing information assessed in Vendor evaluation process.

1. CORPORATE OVERVIEW

Offerors shall provide a brief history and description of their organization, including but not limited to facilities; ability to perform successfully; personnel dedicated to this project; state, non-profit (including educational) contracts; organizational structure; ability to manage mini-grants; ability to provide required reporting; and organization guidelines for complaint resolution.

2. KNOWLEDGE / PAST PERFORMANCE

Offerors shall provide a detailed overview of subject-matter knowledge and experience with similar projects, listing both size and scope of said projects. Offerors shall, also, provide an overview of offeror's affiliation and support of small businesses, minority-owned firms and women's business enterprises.

3. FINANCIAL STRUCTURE AND STABILITY

Offerors shall provide an overview of the organization's:

- financial structure and stability
- ability to abide by federal cost principles
- ability to provide in-kind match commitment

4. INTEGRITY

Offerors shall include references that can specifically speak to the organization's ability to fulfill contract requirements and deliverables. References should have direct knowledge of organization's experience and capabilities with similar projects.

5. CONTRACT EXPENSES

Offerors shall include proposed costs of contract deliverables, including personnel/ staff dedicated to project, resources, project costs and additional expenses.

IV. EVALUATION SUMMARY

The following is a summary of the evaluation process and evaluation factors to be used. During the evaluation process, all information concerning the proposals submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge.

Proposals will be considered private, nonpublic material until the evaluation process is completed and the final contract has been negotiated. If no award is made, the proposal will NOT be made public. EdLab Group will notify the unsuccessful offerors in writing that their proposal has not been accepted.

Best and Final proposals will be judged using the Evaluation Factors stated below. The offeror whose proposal is most advantageous to EdLab Group and the LinkWYOMING program, taking into consideration the Evaluation Factors, will be contacted with notification of the award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

1. All proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. EdLab Group may contact the offeror for clarification of the response.
3. The Evaluation Committee may require the offerors to submit additional and/or supporting materials.

V. EVALUATION FACTORS

In determining the successful Vendor, the Evaluation Committee will consider the following, with an emphasis on ability to perform successfully, proven track record and current capabilities:

1. ORGANIZATION / CORPORATE OVERVIEW

- a) **Organization** - Assessment of the offeror's organization or company based on knowledge of the specific subject matter, as well as broadband technologies, research, data collection and monitoring and evaluation frameworks; experience with similar projects, both in size and scope
- b) **Personnel** - Assessment of the adequacy of the offeror's personnel to support the project
- c) **Complaint Resolution** - Assessment of the adequacy of the offeror's problem escalation procedures
- d) **Additional** - Positive efforts shall be made by ARRA award recipients to utilize small businesses, minority-owned firms and women's business enterprises, whenever possible. Assessment will be made of offeror's support of and affiliation with said entities.

2. KNOWLEDGE / PAST PERFORMANCE

- a) **Knowledge** – Assessment of the organization's knowledge of data collection, research, monitoring and evaluation frameworks and broadband technologies
- b) **Experience** – Assessment of the organization's direct experience in similar projects, involving data collection, research, monitoring and evaluation frameworks and broadband technologies

3. FINANCIAL AND TECHNICAL RESOURCES

- a) **Financial** – Assessment of organization's financial resources that will ensure sustainability, as well as organization's ability to abide by federal cost principles; ability to provide in-kind match commitment
- b) **Technical** – Assessment of accessibility to technical and other resources that are required to support program deliverables.

4. REPORTING

- a) **Compliance and Status Reporting** - Pursuant to federal American Recovery and Reinvestment Act (ARRA) and State Broadband Initiative (SBI) reporting requirements (summary found in Code of Federal Regulations [CFR] 14.51 at <http://cfr.vlex.com/vid/51-monitoring-reporting-performance-19634032>, offeror must have adequate personnel dedicated to project to understand and comply with all ARRA SBI guidelines and reporting requirements. Reporting will be required on a specified timeline and specified format for EdLab Group and ARRA SBI, including monthly and/or quarterly reports, as well as annual and end-of-project reports.
- b) Monitoring and reporting shall include financial and program performance on the necessary standard reporting forms and shall include record retention guidelines. Contract shall include a provision stating that EdLab Group (as award recipient), the

Department of Commerce, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

5. INTEGRITY

- a) **References** - Letters of reference, and/or responses to a series of questions that may be asked of the references concerning the quality of the offeror's products and services, the delivery of professional services, responsiveness to problems and complaints and the level of satisfaction with the offeror's overall performance.
- b) **Customer Satisfaction** - Reference survey results or other comparable statistics.
- c) **Quality of Services** - Quality of professional services offered by offeror.

6. COSTS

- a) **Total Cost for Professional Services** - Contract costs shall be calculated by adding the total cost of the proposed deliverables. Cost will be evaluated for reasonableness, allocability and allowability.

7. MATCH COMMITMENT

- a) **In-kind Contribution** - Pursuant to SBI award requirements, Vendor shall make and report a match commitment of approximately twenty-five percent (25%) of the awarded contract amount. Assessment will be made regarding proposed match sources and amounts.

-- END SCOPE OF PROPOSAL --



APPENDICES

AS PART OF YOUR COMPLETE PROPOSAL
RETURN THE FOLLOWING FORMS COMPLETED & SIGNED
BY E-MAIL to broadband@edlabgroup.org

**APPENDIX A
NOTICE OF INTENT TO RESPOND**

Dear Vendor:

Entities considering a Response to RFP are encouraged to complete this form and return it no later than **Friday, December 16, 2011, at 5:00 p.m. (PST)**.

Failure to submit a "Notice of Intent to Respond" will NOT lead to disqualification or reduced consideration of proposal, but rather will ensure questions, answers and addenda to RFP will be provided to all interested parties.

- Our organization/company **INTENDS** to submit a proposal to provide the professional services listed in this RFP.

PLEASE RETURN THIS FORM TO:

EdLab Group broadband@edlabgroup.org

Re: Notice of Intent to Respond – LinkWYOMING Monitoring and Evaluation

Name of Organization / Company: _____

Contact Person: (please print) _____

Title: _____ Phone: _____

Email: _____

Address: _____

Authorized Signature: _____

Date: _____

VENDOR CONTACT INFORMATION

Name of Organization / Company: _____

Contact Person: (please print) _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Address: _____

Address: _____

City/State/Zip: _____

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding 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.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instruction.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this certification is a prerequisite for making or entering into this transaction imposed by section 1352,

title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization / Company Name

Authorized Representative (Print)

Signature of Authorized Representative

Date

Appendix B
CONFLICT OF INTEREST ACKNOWLEDGEMENT FORM

Having carefully read the Standard Terms and Conditions and any Special Conditions listed in the document, the undersigned hereby agrees to furnish all goods and services specified on the EdLab Group Proposal Form at the prices as proposed.

By submission of this proposal, the undersigned certifies that:

- a. This proposal has been independently arrived at without collusion with any other bidder or any other competitor.
- b. This proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other vendor, proposer, competitor or potential competitor, prior to the opening of proposals for this project.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a proposal.
- d. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and the penalties herein are applicable to the responder as well as to any person signing on his/her behalf.
- e. Vendor warrants it has no interest, and shall acquire no interest that would directly or indirectly conflict in any manner or degree with the performance of the proposal. For violation or breach of this warranty, EdLab Group shall have the right to annul this contract without liability.
- f. The undersigned certifies that to his/her knowledge, no EdLab Group employee has any personal or beneficial interest whatsoever in this service or organization / company described herein.

Organization / Company Name

Authorized Representative (Print)

Signature of Authorized Representative

Date

Appendix C Project Overview

Overview

LinkWYOMING is a statewide broadband mapping and data development program. This program is directed by the State of Wyoming Office of the Chief Information Officer (CIO) and the state's Enterprise Broadband Coordinator and is implemented by the LinkAMERICA Alliance (www.linkamericaalliance.com) under the fiscal sponsorship of EdLab Group (www.edlabgroup.org/).

EdLab Group and LinkWYOMING have been working with governmental, community and industry leaders from across the state to identify and prioritize specific broadband investments that address critical needs in one or more of LinkWYOMING's seven broadband planning regions. In addition, the initiative has assembled an extensive volume of broadband infrastructure, demographic, economic and consumer market information to frame each regional broadband investment plan. For additional details see www.linkwyoming.org.

EdLab Group is seeking a qualified partner to:

1. Collaborate with EdLab Group and the LinkWYOMING capacity building vendors in the design of a Monitoring and Evaluation (M&E) Framework, which is a research process to monitor the progress of regional and statewide broadband investment activities and evaluate the resulting outcomes and impacts.
2. Implement and lead the M&E Framework in coordination with LinkWYOMING partners, including the Office of the Chief Information Officer (CIO), Wyoming Business Council, Wyoming Rural Development Council and seven Regional Planning Teams (RPTs).

Additional information

- M&E effort will help support initiatives set forth in the to-be-developed State Plan in addition to the efforts set forth by the regional plans.
- Respondents to the LinkWYOMING Monitoring and Evaluation RFP are encouraged to describe how they would contribute to, and participate in, the conceptual design and build-out of the M&E Framework.
- The prototype provided in Appendix D (page 22) is a proposed concept; respondents are encouraged to suggest additions, changes and alternatives to this proposed framework.
- Content of the respondent's proposal to this RFP is not contractually binding; contract will be issued upon selection of vendor and will include formalized scope of work.
- Proposals will be used to determine the respondents' qualifications and as a starting point for building a clear and defined scope of work for the successful applicant.

Please refer to Appendix D, which provides an illustrative draft of the LinkWYOMING M&E Framework for Broadband Development Activities. The selected partner will work in close collaboration with researchers and tool developers at VISIONTECH360 to further develop the Framework.

Selected Monitoring and Evaluation Partner Roles and Responsibilities

The selected partner will work with VISIONTECH360 and the LinkWYOMING partners to:

- Integrate Wyoming-specific knowledge and expertise into the LinkWYOMING M & E Framework for broadband investments
- Coordinate and support the data collection efforts of RPTs (such as surveys, phone interviews or organizing available online data)
- Develop and deliver relevant M & E Framework training for volunteers and partners in each of Wyoming's seven broadband planning regions Develop and maintain a set of Wyoming-specific databases to monitor the progress of targeted broadband investment activities and evaluate the resulting outcomes and impacts
- Assemble Wyoming-specific data, as necessary, to support the modeling of social and economic impacts of selected broadband investments

Selected M&E Partner Qualifications

Below are required and preferred qualifications of partners interested in fulfilling the roles and responsibilities defined above.

- [Required] Resources and experience in monitoring and evaluation design and practice
- [Required] Knowledge of and ability to access existing state- and county-level datasets that can contribute to the Monitoring and Evaluation Framework
- [Required] Resources and experience in conducting statewide surveys
- [Required] Resources and experience in social and economic modeling
- [Required] Adequate qualified personnel who would be involved in the partnership
- [Preferred] Knowledge and experience in broadband communications, technologies and/or policy

Available Funding

EdLab Group seeks a qualified research partner to fulfill the roles and responsibilities described above. The work will begin in January 2012, or upon awarding of contract, and end October 31, 2014, (under annual, renewable contracts) or until such time as grant funds are retracted by Congress, the Department of Commerce National Telecommunications and Information Administration or other granting agency, and contingent upon successful performance of selected Vendor. Approximately \$152,992 is available to support work of the partner over this period. All funds for this project are provided by the federal government through the American Recovery and Reinvestment Act of 2009 (www.recovery.gov) and are subject to applicable federal cost principles and guidelines.

The selected partner will be expected to contribute approximately 25% in-kind match, or \$38,248, which can comprise salaries and benefits of staff dedicated to project, travel, office space and other eligible expenses, etc. The partner will maintain records of match commitment and provide documentation pursuant to requirements of the ARRA, the National Telecommunications and Information Administration (NTIA) and EdLab Group.

VISIONTECH360 Roles and Responsibilities

VISIONTECH360 will collaborate with a selected partner to design, implement and manage the LinkWYOMING broadband M&E Framework. Specifically, in collaboration with the selected partner, VISIONTECH360 will:

- Design a customized M&E Framework that is responsive to broadband investment priorities identified by the seven RPTs
- Create customized tools to collect, analyze and visualize targeted monitoring and evaluation data
- Support the selected partner in the successful implementation of the LinkWYOMING monitoring and evaluation process

Appendix D Prototype of the Monitoring & Evaluation Framework

Introduction

Researchers at VISIONTECH360, capacity building partner for the LinkWYOMING program, have designed a data-driven analytical framework to **monitor** the progress of broadband development activities and **evaluate** the resulting outcomes and impacts.

This analytical framework, known as Monitoring & Evaluation (M&E) Framework, is structured as integrated logic models defining causal relationships between action and result.

Targeted data, derived from external and internal sources, are processed through logic model analysis and rendered for specific uses.

Functions

Key purposes of the M&E Framework:

1. **Monitoring:** Near-real-time feedback on implementation of broadband development activities.
 - a. Examples of Metrics: Investment of inputs, progress and accomplishment of activities, status in process, and achievement of benchmarked outputs.
 - b. Examples of Applications:
 - i. Insight to assess and adjust project-in-action effectiveness and efficiency;
 - ii. On-going performance measurement;
 - iii. Responding to reporting and accountability requirements.
 - c. Summary: Monitoring data from key indicators of project implementation metrics enables a view of progress and the opportunity to enhance it.
2. **Evaluation:** Documentation of outcomes and impacts of specific broadband investments activities.
 - a. Examples of Metrics: Descriptive assessment of results from specified activities, analysis of possible and probable impact attribution of activities.
 - b. Examples of Applications:
 - i. Informing approach and scope of subsequent broadband investment activities;
 - ii. Development of evidence to support funding requests;
 - iii. Validation of causation models.
 - c. Summary: Evaluating the results of a broadband investment can help guide what happens next; it can also help other groups decide what and how to implement a broadband investment; and it can help influence the availability of investment funding.

Components

The M&E Framework is comprised of three basic components:

- 1) Logic Models
- 2) Data
- 3) Renderings

1) Logic Models

Logic Models are commonly used to assess and evaluate systems. The logic model structure applied in this Framework follows a general, linear flow:

Inputs → Activities → Processes → Outputs → Outcomes → Impact

Monitoring is typically focused on the Inputs through Outputs stages, while Evaluation is focused on the Outcomes and Impact stages.

In the case of M&E broadband investment activities, there are multiple systems in play that are known to share varying degrees of inter-dependencies (See Figure 1 below).

Namely, this Framework is concerned about:

1. Two types of broadband investments (access & adoption)
2. Three modes of broadband investment activities (money, people & policy)
3. Three types of stakeholders of broadband investment activities (residents, businesses & government)

Figure 1: Broadband Investment Matrix

<i>Broadband Investment Matrix</i>		Broadband Stakeholders		
		Residents	Businesses	Government
Investment Activity Mode	Money	Access Adoption	Access Adoption	Access Adoption
	People	Access Adoption	Access Adoption	Access Adoption
	Policy	Access Adoption	Access Adoption	Access Adoption

For each of the above 18 investment scenarios, a relatively straightforward logic model can be created. However, a complicating aspect to the 3X3X2 matrix is that broadband investment plans can (and often do) involve one or more type, mode and stakeholder. As broadband investments plans are created, project-specific logic models will be crafted. In order to support and interconnect a portfolio of broadband investments (both

simultaneous and longitudinal), the 3X3X2 broadband investment matrix provides a basic framework to tie together seemingly disparate logic model scenarios.

The M&E Framework anticipates that most broadband investment plans will focus on one or more of the following application areas:

1. Healthcare
2. K-12 and Higher Education
3. Workforce Development
4. Economic Development
5. Access to and Efficiency of Government
6. Public Safety
7. Other

Figure 2 (below) is an expanded version of the matrix that accommodates these seven anticipated applications areas.

Figure 2: Expanded Broadband Investment Matrix

	Residents			Businesses			Government		
	Money	People	Policy	Money	People	Policy	Money	People	Policy
1. Health Care									
2. K-12 & Higher Ed.									
3. Work Force Development									
4. Economic Development									
5. Government									
6. Public Safety									
7. Other									

Ultimately community leaders and public decision-makers desire to understand how a particular broadband investment will impact people, the economy, governmental budgets and society. The M&E Framework includes social-economic modeling to assess key questions such as:

- How will a selected broadband investment impact target populations such as families in poverty, seniors, hearing impaired or the unemployed?
- To what extent will a specific broadband investment impact area employment and business opportunities?
- What will be the impact on the cost of delivering public services to an area?

The social and economic impact models created to answer these and other questions will be developed in concert with a selected Wyoming partner and the LinkWYOMING team.

2) *Data*

Throughout the cycle of a broadband investment, the M&E Framework is collecting, processing, analyzing and rendering data. There are generally two sources of data: internal and external.

Internal data is collected by measurement processes designed and conducted as part of either the monitoring or evaluation functions of the M&E Framework.

External data is considered that collected by processes not part of the M&E Framework functions.

Monitoring data, typically derived through internal processes, describe the progress of the broadband investment activity. Examples of this type of data include metrics, such as:

- How many people participated in what way
- How much money was sourced and spent
- What was created and how can it be used

Evaluation data relies more heavily on external data to describe how things are different as a result of the broadband investment activity. Depending on the type, mode and stakeholders of a specific investment, the following data groups can be arrayed in a logic model to describe the activities outcomes and impact:

- Resident Demand
- Business Demand
- Demand Locations
- Consumer Adoption
- Specific Demand Adoption
- Gaps

Given that much of the external data are produced by government and industry, meaningful application of these data groups can help establish trends as well as support the sustainable relevance of the M&E Framework.

Figure 3 (below) is a list of data types that provide an initial baseline measurement:

Figure 3: Data Types for Initial Baseline Measurement

	Data Types	Data Source	Refresh Dates	State	Region	County	Census Block
Resident Demand	Population						
	Population Change						
	Population Density						
	Ethnicity						
	Age						
	Per Capita Income						
	Income Change						
	Poverty Rate						
Education Level							

	Data Types	Data Source	Refresh Dates	State	Region	County	Census Block
Business Demand	Employment by Industry						
	Civilian Workforce						
	Unemployment						
	Work Force Projections						
Demand Locations	Housing Units						
	Anchor Institutions						
	Incorporation Communities						
	Major Employers						
Consumer Adoption	Home Bb Subscription %						
	Home Bb Subscription Avg \$						
	Biz Bb Subscription %						
	Biz Bb Subscription Avg \$						
	Consumer Wireless %						
	Consumer Wireless Avg \$						
	Adoption by Application %						
	Barriers to Adoption						
Specific Demand Adoption	Health Care						
	K-12 & Higher Education						
	Work Force Development						
	Economic Development						
	Government						
	Public Safety						
	Other						
Gaps	# of Bb Providers by Technology						
	# of Bb Providers by DnL Speed						
	# of Bb Providers by UpL Speed						

3) *Renderings*

When appropriately conveyed, data can provide powerful insight to what is happening and why. Such insight can lead to improved project management, increased success in fund raising and more focused strategic planning. Therefore, the M&E Framework includes several types of data rendering depending on the data type, relevance, connection and audience. Examples of renderings include aggregated tables, charts, diagrams and maps. Data renderings are a key Framework component as they reduce the barriers for people to access, understand and apply data to improve their broadband development work. All of these renderings will be accessible online.

-- END PROPOSAL APPENDICES --