Office of Special Education and Early Intervention Services

TITLE: Mandated Activities Project: Continuous Improvement and Monitoring System (CIMS) Under the Individuals with Disabilities Education Act

PURPOSE: The Individuals with Disabilities Education Act (IDEA 2004), requires state education agencies to develop and implement a monitoring, technical assistance and enforcement system. The CIMS is the Department's system that meets these federal requirements. In addition, this grant supports related improvement activities relative to corrective actions and program improvements. This grant will provide fiscal administration, coordination, and support for the CIMS and related activities and services.

PROPOSAL DUE: Original and seven (7) copies delivered to:
Ms. Liz Hengesbach, Office of Special Education and Early Intervention Services, 2nd Floor, Hannah Building, 608 West Allegan Street, P. O. Box 30008, Lansing, Michigan 48909, by **5:00 p.m. on June 22, 2009.**

DATE OF ISSUE: April 20, 2009

SECTION I: General Information for the Bidder

If awarded this grant, I understand and agree to the following:

I-A PURPOSE

The Individuals with Disabilities Education Act (IDEA 2004), requires state education agencies to develop and implement a monitoring, technical assistance and enforcement system. The Continuous Improvement and Monitoring System (CIMS) is the Department's system that meets these federal requirements. In addition, this grant supports related improvement activities relative to corrective actions and program improvements. This grant will provide fiscal administration, coordination, and support for the CIMS and related activities.

I-B ISSUING OFFICE

This Request for Proposal (RFP) is issued for the State of Michigan by the Michigan Department of Education (MDE), Office of Special Education and Early Intervention Services (OSE-EIS). The OSE-EIS is the sole point of contact in the State for this RFP. All inquiries relating to this grant should be addressed to:

Mr. John Andrejack, Supervisor, Program Finance
Office of Special Education and Early Intervention Services
2nd Floor, John Hannah Building
P.O. Box 30008
Lansing, MI 48909

I-C CONTRACT ADMINISTRATOR

Upon receipt at the OSE-EIS of the properly executed Contract Agreement, it is anticipated that the Director of the OSE-EIS will identify the person(s) to be the authorized Grant Contact.

I-D TYPE OF GRANT

The fiscal agent (successful bidder) will be the grant recipient and will primarily be responsible for facilitating the funding mechanism for the services and activities to be supported through this grant. The Grantee will primarily provide fiscal management for these services and activities as coordinated through the OSE-EIS.

I-E FUNDING

The proposal will be awarded with IDEA mandated activities funds; the total amount of this grant is up to $2,500,000 each year and is subject to change based on OSE-EIS need. Funding will be effective following the approval of the grant award by the Superintendent of Public Instruction. The funding period is twelve months beginning October 1, 2009 and ending September 30, 2010 and in one year increments thereafter. Based on satisfactory performance and availability of funds, the project and yearly funding may continue up to five years.

I-F ELIGIBLE APPLICANTS

Intermediate school districts, local education agencies, including public school academies, institutions of higher education, professional organizations, private profit and non-profit organizations, including parent and advocacy organizations, and others with demonstrated experience in providing the services requested, are encouraged to submit a proposal. If you plan to submit a proposal, please contact Ms. Liz Hengesbach at (517) 241-1235 prior to the proposal due date of **June 22, 2009** so that the appropriate number of peer review panelists can be secured.

I-G RESPONSE DATE

To be considered, proposals must arrive at the OSE-EIS as specified on the cover page of the RFP. Bidders mailing proposals should allow mail delivery time sufficient to ensure timely receipt of their proposals. Proposals which are received after the specified due date and time, regardless of the date of postmark receipt, cannot be considered and will be returned promptly to the bidder. Bidders are solely responsible for the timely arrival of proposals at the OSE-EIS. Late proposals and proposals submitted electronically or by facsimile will be returned to the applicant ***without review***.

I-H REJECTION OF PROPOSALS

The MDE, OSE-EIS reserves the right to reject any and all proposals in whole or in part or to negotiate separately with any sources whatsoever to serve the best interests of the State. Additionally, past performance on other grants will be considered when recommendations for the grant award are made to the Superintendent of Public Instruction. This RFP is made for information and planning purposes only. The State does not intend to award the grant solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained.

I-I PERFORMANCE REPORTING

As a condition of receiving funding, the recipient will provide the MDE, OSE-EIS with progress reports describing the project's progress on the approved work plan. The MDE, OSE-EIS may place these progress reports on a website. Additional information needed to assist the state in meeting its federal reporting requirements for this program will also be required. Reports may be required by the MDE, OSE-EIS at any time. The MDE, OSE-EIS serves the right to suspend or terminate the grant program if there is a lack of progress.

I-J ACKNOWLEDGEMENT

All hard copy and electronic publications including news releases, reports, films, brochures, CD-ROMs, videos, DVDs or any project material developed with funding from this grant must be approved by the MDE before dissemination. All products and materials must include the following statement:

> *This document was produced through an IDEA Mandated Activities Project titled, "Continuous Improvement and Monitoring System" awarded by the Michigan Department of Education. The opinions expressed herein do not necessarily reflect the position or policy of the Michigan Department of Education, the Michigan State Board of Education or the U.S. Education Department and no endorsement is inferred. This document is in the public domain and may be copied for further distribution when proper credit is given. For further information or inquiries about this project, contact the Office of Special Education and Early Intervention Services, P.O. Box 30008, Lansing, Michigan 48909.*

I-K APPLICANT'S CONFERENCE

A conference call and webinar is scheduled for ***Monday, May 11, 2009*** from ***2 p.m. – 3 p.m.*** to discuss with prospective applicants, the work to be performed and to give the applicants an opportunity to ask questions. The applicant's conference call is for information only. If you wish to participate in this conference call, please contact **Ms. Liz Hengesbach at (517) 241-1235**. The OSE-EIS retains the right to modify this RFP, if it is necessary, to comply with laws or ensure a clearer understanding of its content. Any information that changes the content, funding amount or filing procedures will be posted on the MDE website and mailed only to the persons who notify the MDE, OSE-EIS of their intent to submit a proposal.

I-L ADDENDUM

In the event that it becomes necessary for the OSE-EIS to revise any objective in Section II, an addendum will be posted on the MDE website and provided in writing to all potential bidders who have notified the MDE, OSE-EIS of their intent to submit a proposal.

I-M ORAL PRESENTATION

Bidders who submit a proposal may be required to make an oral presentation of their proposals to the MDE. These presentations provide an opportunity for bidders to clarify the proposal to insure thorough mutual understanding. The OSE-EIS will schedule these presentations, if required.

I-N PROPOSAL PREPARATION, FONT SIZE, AND PACKAGING

The proposal should be prepared simply and economically, double-spaced, with one inch margins and with a font no smaller than Verdana 11 point. Tables must be developed with a font no smaller than Verdana 11 point, but text may be single-spaced. Proposal narratives must be no longer than 35 pages in length. The program budget and associated narrative may be appended. All application pages must be securely stapled. Special bindings and binders should not be used. Applications submitted but not in accordance with application preparation instructions ***will be returned without review***.

SECTION II: WORK STATEMENT

II-A UNDERSTANDING OF NEED

The OSE-EIS is seeking a Grantee to serve primarily as a fiscal agent for activities and services related to the CIMS.

In order to support the development and implementation of the CIMS, the OSE-EIS has identified a variety of activities and services that are necessary to achieve goals and objectives of a continuous improvement system. This includes consultation, technical assistance, special work groups or expert teams, and/or targeted assistance. These may vary in length and include: ongoing services and consultation; intermittent services and consultation; one-time expert consultation; and necessary product development. Compliance reporting and analysis are also a function of this project.

Such services and activities will be supported through this grant on an as needed basis. The Grantee will provide fiscal management for these services and activities as coordinated through the Grant Contact at the OSE-EIS.

II-B OBJECTIVES

The Grantee will primarily be responsible for facilitating the funding mechanism for access to and services of specialists, experts, and/or staff with unique services necessary for the development and implementation of the CIMS. The Grantee, as fiscal agent, will coordinate funding of services and activities through the Grant Contact at the OSE-EIS. The following objectives are specific to the implementation of this grant:

1. Implement fiscal support for selected services and activities related to the CIMS initiative as identified by the OSE-EIS.
2. Provide access to technical assistance and consultation for advisory teams, grantees, contractors, districts, and staff, as necessary, to develop and implement identified improvement activities.
3. Employ independent contractors as indicated by OSE-EIS to ensure continuity and adherence to stated OSE-EIS goals and objectives.

II-C TASKS

As stated in II-B, the grantee's primary responsibility is to serve as fiscal agent for the CIMS and related activities. The OSE-EIS will direct the priorities of the grant and the fiscal agent will provide fiscal supports as necessary to implement the activities and services.

II-D REVIEW PROCESS

All proposals will be reviewed using a structured review system. Award selections will be based on merit as determined by points awarded in accordance with the Review Panel Score Sheet and all relevant information provided in the proposal. Based on this process, the OSE-EIS will provide formal funding recommendations to the Superintendent of Public Instruction.

The maximum score for the following criteria is 100 points. The Superintendent of Public Instruction may apply other factors in making funding decisions such as the performance of the fiscal agent on previously funded initiatives.

Statement of Need	Points 10
Work Plan	Points 40
Prior Experience	Points 15
Organization Capacity and Human Resources	Points 25
Budget	Points 10

Bidders should refer to Appendix B for the score sheet.

SECTION III: Information Required from Bidder

The bidder's proposal is to be submitted in the format outlines below. Use only the alphabetical numerals and headings listed below, and not the Roman numeral III.

III-A COVER

The cover page of the proposal must include: (1) the title of the grant; (2) the organization name and address; (3) the phrase "Authorized Negotiator," followed by the typed name, title, and phone number of the person authorized to negotiate the proposed Grant Agreement with the Department of Education; and (4) the phrase "Submitted with the assurance that this proposal will remain valid for at least sixty days from the due date, by:" followed by the signature, typed name and title, and date of signature of the person authorized to execute legally binding Grant Agreements with the State of Michigan. Bidders may list alternate negotiators in item (3) above.

III-B BUSINESS ORGANIZATION

State the full name and address of the organization and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work proposed. Indicate whether the organization operates as an individual, partnership, or corporation. If it is operated as a corporation, include the state in which it is incorporated. If appropriate, state whether it is licensed to operate in the State of Michigan.

III-C UNDERSTANDING OF NEED

State in succinct terms an understanding of the problem(s) as presented by this RFP. Evidence of sufficient understanding should extend beyond a mere restatement or paraphrase of the "Understanding of Need" statement from the RFP. Support this understanding with examples of existing capacity if possible.

III-D WORK PLAN

Include a narrative summary description of the proposed fiscal services that will be delivered. Make specific reference to the objectives in the RFP and to the fiscal services required.

III-E PRIOR EXPERIENCE

The organization must show the ability to perform as a fiscal agent. Proposals must include documentation of the following:

a. History of sound fiscal oversight;
b. Documented audit integrity;
c. Documented ability to support fiscal components within timelines which may include copies of process flowcharts that may assist with demonstrating fiscal accountability;
d. Documented experience in managing fiscal support for multiple initiatives simultaneously;

e. Documented procedures and protocols for fiscal processes;
f. Copies of standard forms used for financial transactions including: travel expense reimbursement, requisition for purchase orders (if applicable), contract service payment request, contract format for independent contractor, etc.

III-F ORGANIZATION CAPACITY AND HUMAN RESOURCES

The successful applicant must be able to support the project as a fiscal agent with personnel who possess talent and expertise in fiscal management. Describe the qualifications of the key personnel who will support the functions of a fiscal agent. Include resumes for each staff member.

III-G BUDGET

A partial budget and minimal budget detail are provided on page 10. Bidders should describe their organization's capacity to manage the budget for which they have completed a Work Plan. Bidders should also complete, to the best of their ability, the remaining sections of the budget. This includes outlining any potential miscellaneous or other expenses, including staff (noting FTE), indirect and audit costs. Bidders may also want to take an opportunity to outline any possible in-kind contributions that can be made to the project.

Audits may be at actual cost or included in the indirect. Hardware, software and any other equipment needed to carry out the objectives of the project must be bid at educational discount prices and are subject to prior approval. Other allowable costs incurred for the benefit of the project could include: development of products and services related to operating the program, travel expenses for project staff, postage, telephone, and supplies when they relate directly to communication, dissemination, and technical assistance needed to operate the project.

Continuous Improvement and Monitoring System

Budget Category	Budget Detail	Estimated Budget Amount
Project's Estimated Costs:		
Personnel & Benefits		$ 0
Purchased Services: Contracted Services Travel & Lodging Conferences/Meetings/Trainings		 $ 2,200,000 $ 15,000 $ 17,000
Supplies, Materials		$5,000
Other Expenses		$13,000
Current Estimated Project Costs:		**$ 2,250,000**
Fiscal Agent's Estimated Costs:		
Personnel & Benefits (Bidder should list grant personnel and FTE)		
Sub-Total:		
Below the line costs:		
Indirect Costs (_____%)		
Audit		
Capital Outlay (Equipment purchases over $500)		
Grand Total **(Not to exceed $2,500,000)**		**$**
In-kind Contribution		

Instructions for completion:

Bidders who are submitting an RFP for the CIMS Project should complete the above draft budget demonstrating estimated costs for services outlined within the RFP. This includes providing estimated costs for all budget items listed above for which estimated costs have not been provided. These costs are for services outlined in the RFP for which the potential grantee would be responsible.

III-H ADDITIONAL INFORMATION AND COMMENTS

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

III-I APPENDICES

Include Assurance of Grant Conditions which indicates agreement with grant conditions, as specified in paragraphs IV-H – IV-M. Do not include lengthy general lists of publications or other documents unless their inclusion is ESSENTIAL to reviewer's understanding of your proposal and you made explicit reference to them in the body of the proposal.

III-J PROPOSAL SUBMITTAL

The original copy bearing ORIGINAL signatures and seven (7) additional copies (for a total of eight) of the complete proposal must be received on or before **5:00 P.M., June 22, 2009** to Ms. Liz Hengesbach, at the following address:

Michigan Department of Education
Office of Special Education and Early Intervention Services
P.O. Box 30008
Lansing, Michigan 48909

Or

If shipping by overnight express or UPS mail, the following address must be used:

Michigan Department of Education
Office of Special Education and Early Intervention Services
608 West Allegan Street
Lansing, Michigan 48933

SECTION IV: CONDITIONS OF APPLICANT

If awarded this grant, I understand and agree to the following:

IV-A INCURRING COSTS

The State of Michigan is not liable for any cost incurred by any bidder prior to execution of a Grant Agreement.

IV-B GRANTEE RESPONSIBILITIES

The Grantee will be required to assume responsibility for all activities offered in this proposal whether or not he/she performs them. Further, the State will consider the Grantee to be the sole point of contact with regard to matters, including payment of any and all charges, resulting from the anticipated Grant Agreement.

IV-C RELEASE OF INFORMATION/CONFIDENTIALITY

Grantee initiated publication or news releases of any information pertaining to the Grant Agreement, work performed under the Grant Agreement, products of the work and materials based upon the products shall occur only with written prior approval of the Michigan Department of Education, OSE-EIS.

IV-D ACCOUNT AND AUDIT REQUIREMENTS

The applicant will maintain a separate accounting of expenditures for this contract for each fiscal year it is awarded. Funds will only be requested as needed to meet immediate obligations and shall not be drawn for purposes other than those directly related to this contract. Generally acceptable accounting procedures will be used. The Agency's independent auditor will be made aware of the contract so that the auditor can review expenditures as required by federal single audit requirements. The auditor must review all contracts over $25,000. Current employees of the MDE may not be employed or contracted under this grant.

Expenses charged to this contract will not be charged to any other state or federal source and should follow federal guidelines including but not limited to EDGAR and OMB Circular A-87. This contract will not be used to supplement mandated state or local costs.

IV-E DISCLOSURE

After the Michigan Department of Education awards a grant under a RFP, all information in a bidder's proposal is subject to the provisions of the Freedom of Information Act, Public Act 442 of 1976. This Act also provides for the complete disclosure of Grant Agreements and attachments thereto.

IV-F GRANT PAYMENT SCHEDULE

The payment schedule for any Grant Agreement entered into as a result of the RFP will be negotiated and reflect the restrictions of the funding source. The schedule should show payment amount and should reflect actual work done by the payment dates.

IV-G OWNERSHIP

Ownership of intellectual property resulting from this grant shall remain with the Michigan Department of Education, which reserves the right to copyright or patent them, or otherwise protect their integrity or availability for public use. This stipulation covers recipients as well as sub-contractors receiving funds through this grant program.

IV-H INDEMNIFICATION

The Grantee, as a condition of the Grant Agreement that may ensue from the RFP, shall indemnify and hold harmless the State of Michigan and its agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, which includes all labor, materials and equipment required to produce the commodity, construction and/or service required by the Grant Agreement, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Grantee, and sub-grantee, anyone directly or indirectly employed by any of them or any of whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the State of Michigan or any of its agents or employees by any employee of the Grantee, any sub-grantee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification agreement shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Grantee or any sub-grantee under Workers Disability Compensation Acts, disability benefit acts or other employer benefit acts.

The obligations of the Grantee under this indemnification agreement shall not extend to the liability of the State of Michigan, its agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the State of Michigan, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

IV-I GRANTEE'S LIABILITY INSURANCE

The Grantee, as a condition of the Grant Agreement that may ensue from their RFP, shall purchase and maintain such insurance as will protect the Grantee from claims set forth below which may arise out of or result from the Grantee's operations under the Grant Agreement, whether such operations be by the Grantee or by any sub-grantee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under worker's disability compensation, disability benefit and other similar employee benefit act. A nonresident Grantee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and respects any other employee protected by Workers' Disability Compensation Laws of any other state, the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.

2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his/her employees.

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his/her employees, subject to limits of liability of not less than $300,000 each occurrence and when applicable, $300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards.

4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than $50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards.

5. Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than $300,000 each occurrence and when applicable, $300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the indemnification clause of the Grant Agreement.

IV-J NON-DISCRIMINATION AND OTHER COMPLIANCE WITH LAW

Each proposal must include an assurance statement of compliance with all Federal and Michigan laws and regulations prohibiting discrimination and with all requirements and regulations of the MDE and the U.S. Education Department (USED). The assurance must state that it is the policy of the bidder's organization that no person on the basis of race, color, religion, national origin or ancestry, age, sex, marital status, or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for

which the bidder is responsible or for which the bidder receives funding from the USED or the MDE.

IV-K AMERICANS WITH DISABILITIES ACT

The MDE is committed to providing equal access to all persons in admission to or operation of its programs and services. Individuals with disabilities needing accommodations for effective participation in this grant program are invited to contact the MDE for assistance.

IV-L EQUITABLE ACCESS

All Mandated Activities Project Development and Implementation activities must promote equitable access to support meaningful implementation of the Project and to insure continuity and adherence to stated OSE-EIS goals and objectives.

IV-M ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful bidder may become contractual obligations, if a Grant Agreement ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

IV-N CONTINUATION OF FUNDING

Continuation funding for this grant project is subject to the availability of funds and the performance of the grant recipient. The MDE, OSE-EIS can cancel the grant with 30 days written notice for:

- Default of the Contractor.
- In the event the OSE-EIS no longer needs the services or product specified in the Contract, or in the event program changes, changes in laws, rules or regulations, or the OSE-EIS determines that statewide implementation of the Contract is not feasible.
- Reduction in or elimination of funding allocations to the MDE under the IDEA, or any sub-part of the IDEA.
- Fiscal constraints that may occur as a result of compliance and improvement priorities.

IV-O ASSURANCE OF GRANT CONDITIONS

The submission of a proposal, signed by an official authorized to bind the agency submitting the proposal contractually, shall constitute assurance that the proposing agency has accepted, unconditionally and without reservation, all conditions, requirements, and specifications of the RFP. In addition, such submission shall constitute assurance that the submitting agency understands that all or any part of the RFP may be included by reference in any Grant Agreement based on the RFP. See Appendix A.

Appendix A

Applicant Agency (Name and Address)	**Project Director** (Name, Title, Address, Phone)
Implementing Agencies (Name and Address)	**Authorized Negotiator** (Name, Title, Address, Phone)
Project Title and Summary	

Authorizing Official Signature

The undersigned, having become thoroughly familiar with an understanding of all the proposed documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate, and complete. I hereby state that I have authority to submit this proposal, which will become a binding agreement if accepted by the MDE. I hereby state that I have not communicated with, nor accepted anything of value from an employee of the OSE-EIS that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all the terms of Section III of this document.

Application is hereby made for a MDE grant in the amount and for the purposes set forth in this proposal.

_____	_____	_____
Signature of Authorized Official	Title	Date

Appendix B

Mandated Activities Project
Continuous Improvement and Monitoring System
Review Panel
Individual Score Sheet

Factor	Comments	Independent Rating	Score
Statement of Need 10 Points Maximum	Succinct and accurate explanation of the need for a fiscal agent to assist with the coordination of funding of the proposed project.	0 5 10	
Work Plan 40 Points Maximum	Proposed fiscal services align with project objectives.	0 5 10	
	Demonstrates ability to employ independent contracts with individuals or agencies.	0 5 10 15	
	Demonstrates ability to coordinate funding for all activities that relate to meetings/conferences, travel, and information dissemination.	0 5 10 15	
Prior Experience 15 Points Maximum	Descriptions and examples of previous experience as a fiscal agent.	0 5 10 15	
Organization Capacity and Human Resources 25 Points Maximum	The proposal describes the organization's ability to achieve fiscal objectives on time.	0 5 10 15	
	List of organization personnel who will be working with this project, including title, qualification, and experience.	0 5 10	
Budget 10 Points Maximum	Indirect rate has been calculated, budget completed and forms for financial transactions have been provided.	0 5 10	
		Total Score: 100 Point Maximum	