

REQUEST TO APPROVE TITLE III EVALUATION CONTRACT

Recommendation:

Staff recommends approval of a five-year contract with GeoDriven, LLC in the amount of \$125,000 for external evaluation services of the TALON project under the Title III grant that Northland Pioneer College was awarded in the fall of 2015.

Summary:

The proposed contract provides external evaluation services, including formative and summative evaluation, as outlined in the evaluation plan section of the TALON grant proposal and according to the proposal's implementation schedule.

All tasks, processes, and deliverables will be consulted with and reviewed by the Project Director and/or other designated NPC personnel. GeoDriven, LLC will make any future adjustments to the evaluation process as needed and as approved by the Project Director. Services will be paid at a rate of \$25,000 per year for five years with payments submitted biannually.



Eva Putzova
GeoDriven LLC
700 N Magma Way
Flagstaff, AZ 86001



Mark Vest
Vice President for Learning and Student Services
Northland Pioneer College
2251 N. Navajo Boulevard
PO Box 610
Holbrook, AZ 86925

January 11, 2016

Dear Mark:

Per our email conversation, here is a consulting services agreement to provide external evaluation for the Title III Part A grant awarded to Northland Pioneer College in fall 2015.

CONSULTING AGREEMENT

GeoDriven, LLC and its principal consultant Eva Putzova will provide NPC external evaluation services, including formative and summative evaluation, as outlined in the evaluation plan section of the Technology to Advance Learning Outcomes at Northland (TALON) grant proposal and according to the proposal's implementation schedule.

All tasks, processes, and deliverables will be consulted with and reviewed by the Project Director and/or other designated NPC personnel. GeoDriven, LLC will make any future adjustments to the evaluation process as needed and as approved by the Project Director.

DELIVERABLES

Data collection and appropriate analysis will be conducted to comply with the TALON project's evaluation requirements. All associated reports will be delivered to NPC according to the schedule outlined in the Implementation Strategy Charts section of the proposal.

TIMELINE

This agreement applies to all external evaluation services provided for the TALON project between November 2, 2015 and September 20, 2020.

PROFESSIONAL FEES

Northland Pioneer College agrees to pay \$25,000 annually for a total of \$125,000 for five years of services under this agreement. The professional fees will be payable to GeoDriven annually according to the following schedule:

| Invoice | Date | Amount Invoiced | Cumulative Amount |
|---------|---------------|-----------------|-------------------|
| 1 | March 1, 2016 | \$25,000 | \$25,000 |
| 2 | March 1, 2017 | \$25,000 | \$25,000 |
| 3 | March 1, 2018 | \$25,000 | \$25,000 |
| 4 | March 1, 2019 | \$25,000 | \$25,000 |
| 5 | March 1, 2020 | \$25,000 | \$25,000 |
| | Total | | \$125,000 |

ADDITIONAL TERMS AND CONDITIONS

- At all times GeoDriven, LLC will comply with the terms of the Family Educational Rights and Privacy Act of 1974 in all respects
- This agreement shall be governed by the laws of the State of Arizona. The parties shall have all remedies available by law or in equity.
- The parties may change this agreement only through a written amendment.
- To the fullest extent permitted by law, GeoDriven, LLC shall defend, indemnify, and hold harmless NPC, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work or service of GeoDriven, LLC, its agents, employees, or any subcontractors in the performance of this agreement.
- Funding for the TALON project will come from a grant. If funding becomes unavailable, or if NPC decides to discontinue the TALON project for any other reason, NPC may terminate this agreement with sixty days' prior written notice. If NPC terminates this agreement, GeoDriven, LLC shall be entitled to payment for all work performed prior to the effective date of the termination.

- As required by A.R.S. §§ 35-391.06 and 35-393.06, GeoDriven, LLC, certifies that it does not have a scrutinized business operation in either Sudan or Iran.
- As required by A.R.S. § 41-4401, GeoDriven, LLC, certifies that it and all of its subcontractors, if any, are in compliance with federal immigration laws and regulations that relate to their employees and with A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this agreement and shall be subject to penalties up to and including termination of this agreement. NPC shall have the right to inspect the papers of GeoDriven, LLC, and of any subcontractors to ensure that GeoDriven, LLC, and any subcontractors are complying with this warranty.
- As required by A.R.S. § 38-511, NPC gives notice as follows: NPC may, within three years after its execution, cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of NPC is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
- GeoDriven, LLC will perform the agreed services in a professional and timely manner. If NPC becomes reasonably dissatisfied with the quality or timeliness of the work performed by GeoDriven, LLC, NPC may terminate this agreement with sixty (60) days' prior written notice. In the event NPC terminates the agreement for these reasons, GeoDriven, LLC shall be entitled to payment for all services performed through the effective date of the termination.

CLOSING

I would be happy to rework this agreement to comply with any standard agreement NPC may want to use. If this is sufficient to initiate the contract, please sign and return to me either electronically or by mail.

Sincerely,

Eva Putzova

Accepting the terms of the agreement for Northland Pioneer College:

Dr. Jeanne Swarthout,
President of Northland Pioneer College

Date

Accepting the terms of the agreement for GeoDriven, LLC:

Eva Putzova

Eva Putzova, President
GeoDriven

1/11/2016

Date

Northland Pioneer College

DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

Purpose of this form: To communicate and document the reason for recommending a supplier where (a) competitive bidding was not used or (b) competitive bidding was used and a supplier other than the lowest bidder is recommended.

Description of Product and/or Service: EXTERNAL EVALUATION, Dept of Ed Title III Grant

Name of Supplier: GEO DRIVEN CONSULTING Date: 3/14/16

Please select the reason for recommending the above named supplier:

- checkboxes for reasons: integral part, existing equipment, unique design, unique skills, only one supplier, emergency.

Additional Information (Required Irrespective of Reason Selected):

Please explain why other suppliers were excluded from the evaluation. Attach additional sheets if necessary.

GEO DRIVEN HAS PRIOR WORK EXPERIENCE WITH FEDERAL DEPT OF ED GRANTS, ESPECIALLY IN TITLE III. HAS EXTERNAL EVALUATOR ON BEHALF (PROJECT EAGLE) TITLE III GRANT AND PROVIDED EXCELLENT QUALITY WORK.

If compatibility with existing equipment is your reason for recommending the supplier, provide the following information about the existing equipment.

Description:

Manufacturer & Model No.:

Other Suppliers Contacted: Note all other suppliers considered for this product or service. Include the reason why the product or service was not acceptable. Attach additional sheets if necessary.

- a) Supplier:
Contact Name & Phone #:
Product/Service Description:
Technical Deficiency:

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b) Supplier: _____
Contact Name & Phone #: _____
Product/Service Description: _____
Technical Deficiency: _____

Authorization

MARK H. VOLT
Printed or Typed Name of Vice President

x [Signature]
Signature of Vice President

SAME
Printed or Typed Name of Requester

x SAME
Signature of Requester

I certify that I am in compliance with the Disclosure of Substantial Interest requirements (Policy 1220, Procedure 2715). I understand and accept my obligation to disclose any interest in a proposed College transaction.

I have no substantial interest to disclose.

The above is an accurate and current statement of all my reportable outside interests and activities, to the best of my knowledge.

Date: 3/14/16 Requester's Signature: [Signature]

| | |
|---|--------------------------------|
| For VPAS Use Only | |
| VICE PRESIDENT FOR ADMINISTRATIVE SERVICES APPROVAL | |
| Approved by: <u>[Signature]</u> | Date of Review: <u>3/14/16</u> |
| Approved: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Reason for denial: _____ |
| <input type="checkbox"/> Need additional information before a decision can be made. | |
| Information needed: _____ | |
| _____ | |

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DIRECTED OR SOLE SOURCE JUSTIFICATION FORM

NPC Procedures:

Northland Pioneer College purchasing procedures permit, under certain conditions, purchases of goods or services from a directed or sole source without soliciting bids from multiple sources.

NPC recognizes that special circumstances may not support the use of competitive bidding. In these situations, directed or sole source purchases may be an acceptable alternative.

Directed or sole source purchases are an exception to the Northland Pioneer College Purchasing Procedure, and must always be in writing. The Vice President for Administrative Services will approve a directed or sole source purchase on a case-by-case basis.

Definitions:

Directed Source: Indicates a product or service must, for specific and justifiable reasons, be purchased from one specified supplier. Directed Source procurement may be used when one of the following conditions exists:

- The requested product is an integral part or accessory to existing equipment.
- The service requested is for existing equipment which can only be completed by the original manufacturer or manufacturer's designated service provider.
- The requested product or service has unique design, performance, and/or quality specifications that are essential to a particular research protocol or teaching needs and are not available in comparable products.
- The requested service or system requires a supplier with unique skills or experience.

Sole Source: Indicates only one supplier exists capable of providing a particular product or service.

Process:

The Directed or Sole Source Justification Form shall accompany any request for a purchase from a Directed or Sole Source where:

- the purchase exceeds \$1,000, and
- the purchase is not covered by an existing contract or price agreement.

Furnish the necessary explanation and documentation as noted on the form. The requestor and the appropriate approver (vice president) must co-sign this document. Forward the form and supporting documentation to the Vice President for Administrative Services for review and approval.

Evaluation:

For directed and sole source purchases, each department is responsible for evaluating alternative sources of supply and documenting the reasons that the purchase will be directed to a particular supplier or service provider when alternative sources are available. Departments also are responsible for verifying that prices paid for directed and sole source purchases are fair and reasonable.

Under no circumstances shall a supplier be advised that a contract will be awarded on a directed or sole source basis before approval by the Vice President for Administrative Services.

The determination as to whether a directed or sole source justification is reasonable is based on one or more of these criteria:

- the requestor has investigated and documented his/her evaluation of potential alternate sources of supply for the requested product and/or service.
- the requestor's documentation explains how similar products and/or services cannot meet the required specifications.
- the requestor has documented that a good faith effort has been made to identify other sources.

If the purchase meets the criteria for Directed or Sole Source, the Vice President for Administrative Services will authorize the purchase. The Directed or Sole Source Form will be returned to the requestor if the purchase does not meet the criteria or if additional information is needed.

Exclusions:

Subscriptions, dues, memberships and other similar items will be treated as sole source, and do not require sole source justification documentation.