**REQUEST FOR SERVICES: NIMAC INDEPENDENT EVALUATOR**

# 1.1 Invitation to Submit

This Request for Services (“RFS”) is an open invitation to all qualified vendors to put forward a submission for the provision of services to the American Printing House for the Blind (APH) as intended by the Request for Proposals issued by APH and the National Instructional Materials Access Center (NIMAC) guidelines. In responding to this RFS, you will be deemed to have taken into account all of the provisions of the RFS. If you intend to put forward a submission and to be considered in this process, please submit your proposal by the deadline provided in 2.1.1. APH welcomes questions regarding this RFS and encourages potential vendors to contact us by email with any questions or concerns not covered below.

**1.2 The Services**

Information about APH and its requirements are set out in Supplement A (APH’s Information and Requirements).

**1.3 Type of Contract**

The selected Vendor will be expected to enter into a Time and Materials contract, with total budget not to exceed $65,000.00.

**1.4 Definitions**

Unless otherwise specified in this RFS, capitalized words and phrases have the meanings set out in the Master Agreement.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding APH holidays, namely: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and Friday following; Christmas Eve and Christmas Day.

 **“Vendor”** means the applicant submitting the response to this RFS.

**1.5 Interpretation**

All references to days in this RFS and in your submission are to Business Days, unless expressly set out otherwise.

# 2.1 GENERAL INFORMATION AND INSTRUCTIONS

**2.1.1 Timetable**

The RFS timetable is tentative only and may be changed by APH in its sole discretion. The following is the schedule for this RFS:

|  |  |
| --- | --- |
| * Issue Date of RFS:
 | 9/23/2024 |
| * Proposal Submission Deadline:
 | 10/14/2024 |
| * Anticipated Start Date:
 | 10/28/2024 |

**2.1.2 Parties Shall Bear Their Own Costs**

The parties will bear their own costs associated with or incurred through this RFS process, including any costs arising out of or incurred in: (a) the preparation and issuance of this RFS; (b) the preparation and making of a submission; or (c) the conduct of interviews, negotiations or other activities related to this RFS process.

**2.1.3 Inquiries**

APH welcomes inquiries regarding this RFS. Please direct inquiries by email (no phone calls) to APH Representative by 9/30/2024. APH will provide responses to all questions by 10/7/2024 via email.

**2.2 VENDOR SUBMISSIONS**

**2.2.1 Submissions Made Only in Prescribed Manner**

To be eligible for consideration, you must be a Vendor that has completed and submitted the Submission Form set out in Supplement B (Submission Form), and thereby acknowledge your acceptance of terms and conditions of this RFS.

You must demonstrate in your submission that each proposed consultant has the knowledge, experience and all other qualifications for the proposed Role, and will be able to provide the requested services. You must provide the APH with the opportunity to interview each proposed consultant and must not charge APH in connection with any interview.

You must also complete and submit the Pricing Schedule set out as Schedule A with the Submission Form.

**Important note: You must complete the Pricing Schedule as a separate electronic file in your proposal submission.**

The Pricing Schedule must set out the full legal name of the Vendor; a list of each Role (including level) proposed; the full legal name of each consultant proposed for each Role (by level); the number of days proposed for each Role (including level) to achieve completion of the proposed services within the timeframe specified by APH; the proposed Per Diem Rate for each consultant in each Role (by level); a sub-total for each Role (number of days x Per Diem Rate); and a Ceiling Price that is not more than the sum of those sub-totals.

You must identify all subcontractors that you propose to use and must also identify which consultant(s) are provided by which subcontractor.

You must specify the number of days required to complete the services.

You should provide your submission by e-mail to APH Representative. All submissions submitted by Vendors by e-mail to APH Representative are deemed received once the e-mail has entered into the e-mail inbox of APH Representative. Submissions are to be directed only to APH Representative. APH shall not be responsible for any e-mail delivery issues or technical problems with regard to the submissions.

**2.2.2 Amending or Withdrawing Submissions**

You may withdraw or amend your submission at any time prior to the execution of a Time and Materials contract. However, such withdrawals or amendments may adversely impact your selection as a Vendor or eligibility to participate in future RFS processes.

**2.2.3 Evaluation of Submissions**

**2.2.3.1 Evaluation**

Submissions will be evaluated on the basis of the Vendor’s response to all information requested in this RFS, including but not limited to the proposed pricing, the qualifications of the consultant(s) proposed, the detailed workplan/timeframe proposed for completion of the services, and the quality of the proposal. A successful Vendor may be selected to enter into a Time and Materials contract based on this RFS and the Vendor’s submission.

**2.2.3.2 EDGAR Procurement Standards**

When evaluating submissions, APH shall give a preference to small businesses, minority-owned firms, and women's business enterprises, whenever possible. These businesses must provide proof of their respective category with their submissions.

**2.3 EXECUTION OF AGREEMENT**

**2.3.1 Selection of Vendor**

The Vendor selected by APH will be expected to enter into a Time and Materials contract. The agreement execution process is subject to the Terms of Reference set out in Section 2.5 and will not constitute a legally binding offer to enter into a contract on the part of the Vendor or APH before the execution of a Time and Materials contract.

**2.3.2 Failure to Enter into a Time and Materials contract**

The selected Vendor is expected to enter into a Time and Materials contract on or before the Anticipated Start Date set out in subsection 2.1.1. The failure to do so may result in the selection of another Vendor and may adversely impact the Vendor’s eligibility to participate in future RFS processes.

**2.4 CONFLICT OF INTEREST**

You must not engage in any Conflict of Interest. In this Request for Services, "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the Request for Services process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including (i) having, or having access to, information in the preparation of its submission that is confidential to APH and not available to other Vendors; (ii) communicating with any person with a view to influencing preferred treatment in the Request for Services process; or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity or competitiveness of Request for Services process and render that process non-competitive and unfair; or

(b) in relation to the performance of its contractual obligations in a contract with APH, the Vendor’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

**2.5 TERMS OF REFERENCE**

These provisions apply to this RFS:

(a) this RFS process is not intended to create a formal legally binding procurement process and shall not give rise to the legal rights or duties applied to a formal legally binding procurement process; if you are the successful Vendor, you will be expected to enter into a Time and Materials contract with APH;

(b) neither party shall have the right to make claims against the other with respect to this RFS process, the selection of any Vendor, the failure to be selected to enter into a Time and Materials contract, or the failure to honor submissions prior to the execution of a Time and Materials contract;

(c) no legal relationship or obligation regarding the procurement of any services shall be created between any Vendor and APH prior to the execution of a Time and Materials contract;

(d) APH may make public the names of any or all Vendors; you consent to APH’s collection of the information as contemplated under this RFS for the uses contemplated under this RFS;

(e) APH may elect not to consider a Vendor whose submission contains misrepresentations or any inaccurate, misleading or incomplete information; APH may cancel this RFS process at any time;

(f) you agree to all of the terms of the procurement process set out in this RFS.

## SUPPLEMENT A - APH’S INFORMATION AND REQUIREMENTS

**1.1 CONTACT INFORMATION**

APH: National Instructional Materials Access Center, American Printing House for the Blind

APH Representative: Nicole Gaines

Title: National Director of Digital Access Initiatives / NIMAC Project Director

Email address: ngaines@aph.org

**1.2 PROJECT INFORMATION**

|  |  |
| --- | --- |
| Project Name: | National Instructional Materials Access Center (NIMAC) |
| Service Category: | Independent Evaluation of OSEP-funded Project, Consulting on Logic Model/Evaluation Plan, and Case Study on NIMAS Impact |
| Project Start Date: | 10/28/2024 |
| Project End Date: | 8/31/2025 |

**1.3 BACKGROUND INFORMATION**

**The NIMAC Project**

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA) created the NIMAC to serve as the national repository of source files for use in the production of accessible formats of K-12 student textbooks and other core print instructional materials. IDEA named the American Printing House for the Blind (APH) as the organization responsible for implementing and managing the project. The repository has been in continuous operation since December 3, 2006.

The repository receives source files from publishers, validates and catalogs these files, and makes them available to states via a secure, online system. States and the agencies they designate use the files in the production of accessible formats such as braille, large print, DAISY, EPUB, and digital audio. These accessible formats are then distributed to qualifying K-12 students with visual impairments or print disabilities. While IDEA 2004 does not require states to work with the NIMAC, all 50 U.S. states and the eligible territories have coordinated with the NIMAC.

The NIMAC provides a national repository of files in a single source file format (NIMAS) so that states and districts – and the agencies they designate – can quickly begin production when an eligible K-12 student requires instructional materials in an accessible format.

Under IDEA 2004, states and districts that choose to coordinate with the NIMAC are legally obligated to require NIMAS in their contracts for core student instructional materials. This is the only mechanism under the legislation to require NIMAS from a publisher.

While the NIMAC cannot obligate states to submit files to the repository, we can and do routinely request files on behalf of states and districts when there is an identified need for a file that has not yet been received.

To date, the NIMAC has received almost 80,000 files from 200+ K-12 educational publishers. The NIMAC has 477 registered users across the U.S. and territories, and these users have downloaded more than 54,700 file sets for use in the production of accessible formats.

**Independent Evaluation**

The NIMAC is funded under a cooperative agreement with the U.S. Department of Education, Office of Special Education Programs (OSEP). As a project that is legislatively mandated, the NIMAC differs somewhat from other OSEP-funded projects. However, at an administrative level, the NIMAC is subject to the same oversight procedures as competitive OSEP grants. Under its cooperative agreement, the NIMAC participates in an independent evaluation during each grant period. As such, we are seeking an independent evaluator to provide us with these services.

As a part of the independent evaluation, we are interested in having the evaluator review our current NIMAC logic model and evaluation plan. Both the logic model and evaluation plan were thoroughly revised and updated during our prior award period; however, there may be opportunities for further improvement or refinement of performance measures.

**Case Study on the Impact of NIMAS**

The NIMAC itself does not produce or distribute materials directly for use by students. Rather, the NIMAC’s role is to work “behind the scenes” to support the production and delivery of accessible formats by other agencies. As such, the NIMAC is generally several steps removed from students in the classroom.

While the NIMAC tracks a considerable amount of data related to its operations and routinely reports this back to OSEP, states and districts are not required to supply, and do not supply, data back to OSEP (or the NIMAC) related to the impact of NIMAS. There are efforts underway by other OSEP-funded projects to help facilitate data collection and encourage states and districts to voluntarily collect data related to how students are served with accessible materials. However, at this time, the NIMAC does not have access to impact data, such as how many students have been served with NIMAS-sourced accessible formats, or the impact of these materials on timely delivery -- or on student success.

Given these challenges, beginning with the prior award period, the NIMAC began using a case study approach to help ascertain and document the impact of NIMAS on students.

In late 2019 and early 2020, for example, the NIMAC engaged in a [case study](https://www.nimac.us/nimac-impact-research-phase1/) on the impact of NIMAS-sourced braille on K-12 students, with a focus on children in Florida. This was followed up by a case study that attempted to examine the impact of NIMAS with print disabilities, focusing on the experiences of students in Missouri; unfortunately, the latter work coincided with the significant disruptions of the COVID-19 pandemic on states, districts, and schools. data collection was not successful in that second case study.

Our area of interest for the present case study is to examine the positive benefits to timely delivery when NIMAS is required by the states and districts in procurement contracts, as opposed to the challenges to timely delivery when this does not happen. As mentioned above, under IDEA 2004, states and districts that coordinate with the NIMAC are legally obligated to require NIMAS in their instructional materials contracts. However, for a variety of reasons, this does not always happen.

While the NIMAC is generally successful when requesting files from publishers, this inevitably involves delays of a few weeks to a few months, which we expect has an adverse impact on timely delivery in many or most cases. This is our area of interest at the time of posting the opportunity; however, we may be open to discussing other possible case study scenarios.

We are seeking a contract that will cover all aspects of the requested work with a maximum budget of $65,000.

For more information about the project, visit [www.nimac.us](http://www.nimac.us).

## 1.4 APH’S REQUIREMENTS

**Scope of Services and Deliverables**

In order to ensure cost-effective, efficient, and impartial evaluation, the NIMAC is required to contract an external independent evaluator to evaluate the project performance.

The NIMAC, with the contractor, is required to:

* Review the current logic model and evaluation plan and make recommendations for updates, if any.
* Collect the data according to the NIMAC evaluation plan.
* Review, analyze and manage the data for evaluation and draft the APR for Year Four of the project.
* Design, implement, and report the results of a case study that explores the impact of NIMAS.

We anticipate that this work may constitute up to the remaining one-half of the maximum budget, with the total project not to exceed $65,000.

**Administrative Services and Supplies –** All administrative services and supplies used by the Vendor to complete the Services will be provided to APH at no additional charge.

**Travel, Meal and Accommodation Expenses -** APH is not responsible for any travel, meal or accommodation expenses incurred by the Vendor that are not pre-approved in writing by APH. The Vendor shall list travel, meal and accommodation expenses as separate line items on its invoices and shall support all such expenses with receipts.

## SUPPLEMENT B - SUBMISSION FORM

|  |  |
| --- | --- |
| Request for Services Number:  | RFS24254NG01 |

To: American Printing House for the Blind, Inc.

(a) The full legal name of the Vendor is:

(b) Please identify any other relevant name under which the Vendor conducts business:

(c) The Vendor’s address, telephone number and email address are:

(d) Please identify the contact person for this RFS and provide their telephone number and email address:

(e) Please describe the qualifications and experience of the Vendor to conduct the independent evaluation and case study. (Note: Current logic model and evaluation plan are provided in Supplement C.)

Please include in this description:

* the education, training, and experience of the project staff who would be assigned to work on this project (please submit project staff vitae with the submission form);
* examples of similar evaluations and activities conducted by the project staff who would be assigned to work on this project; and
* the contact information for three references for evaluations conducted by the Vendor within the last 5 years.

(f) Please describe the approach the Vendor will use to conduct the evaluation. Please include a description of:

* how the Vendor will implement the evaluation plan (e.g., methodologies, actions, time frames, communication plan, management plan);
* how the Vendor will inform APH of the Project status, including progress reports and any other types of reports, and the content and frequency of reports; and
* the quality control plan or process which the Vendor will use to monitor and report on its performance for APH.

(g) Please describe the approach the Vendor will use to conduct research into data collection regarding the impact of NIMAS. Please include a description of:

* similar research or data collection projects previously conducted by project staff; and
* proposed strategies for undertaking this work.

(h) Please complete and submit the Pricing Schedule set out as **Schedule A** with the Submission Form. **The Pricing Schedule must be completed as a separate electronic file.**

## SUPPLEMENT C – EVALUATION PLAN AND LOGIC MODEL

**The National Instructional Materials Access Center (NIMAC) Evaluation Plan**

**The NIMAC Project Goal:** To fulfill the duties and responsibilities mandated in IDEA 2004 to receive, catalog, and make available NIMAS source files for use in the production of accessible formats, thereby supporting SEAs and LEAs in ensuring timely access to the curriculum for all students.

**Program Performance Measure**s:

* Program Performance Measure #1: The percentage of Educational Technology, Media, and Materials Program products and services judged to be of **high quality** by an independent review panel of experts qualified to review the substantial content of the products and services.
* Program Performance Measure #2: The percentage of Educational Technology, Media, and Materials Program products and services judged to be of **high relevance** to improving outcomes for infants, toddlers, children, and youth with disabilities.
* Program Performance Measure #3: The percentage of Educational Technology, Media, and Materials Program products and services judged to be **useful** in improving results for infants, toddlers, children, and youth with disabilities.
* Program Performance Measure #4.2: The Federal **cost per unit** of accessible educational materials from the National Instructional Materials Accessibility Center funded by the Educational Technology, Media, and Materials Program.

**Key:**

* Short term (ST), Intermediate (Int.), and Long Term (LT) Outcomes are aligned with the NIMAC’s Logic Model.
* All Project Measures are identified as either Process or Outcome Measures and are aligned with the Logic Model.
* Rating scales are on a four-point Likert scale (e.g., 1=Strongly Disagree, 2= Disagree, 3 = Agree, 4 = Strongly Agree, N/A- Don’t Know).

**Note:** All Performance Measures listed below are **Project Measures**.

**Project Objective #1:** To receive and maintain a catalog of print instructional materials[[1]](#footnote-1) prepared in the National Instructional Materials Accessibility Standard, as established by the Secretary, made available to such center by the textbook publishing industry, state educational agencies, and local educational agencies.

**Performance Measure 1a:** Annually, the NIMAC will review 100% of NIMAS file sets, including resubmitted file sets, within six weeks after receiving the publisher’s valid file set as measured by NIMAC system data and supplemented by interviews with NIMAC staff as needed. (ST Outcome)

**Performance Measure 1b:** Annually, any file for which there is an immediate need by a user will be reviewed within 2 business days of a publisher’s successful delivery of the valid NIMAS file set, as documented by a review of the file status information in the system audit trail and Watchlist research tracking sheet, supplemented by interviews with NIMAC staff as needed. (ST outcome)

**Performance Measure 1c:** Annually, for the review period of 3/1 through 2/28, the NIMAC will add to its inventory 100% of publishers’ certifiable file sets submitted on or before 1/15 as measured by NIMAC system data and supplemented by interviews with NIMAC staff as needed. (ST Outcome)

**Performance Measure 1d:** Annually, a sample of NIMAC users who receive customer support and technical support from the NIMAC will rate the support as high quality, relevant, and useful (Q, R, & U) with a rating of 80% or greater on a 5-point Q, R & U survey supplemented by interviews with users as needed. (Process)

**Performance Measure 1e:** Annually, a sample of NIMAC users who receive technical support from the NIMAC will report that NIMAC assistance resulted in more efficient and effective use of the NIMAC (as measured by ratings of 80% or greater on a 5-point knowledge and skills survey administered to a sample of NIMAC users, supplemented by interviews with NIMAC users as needed. (ST outcome)

EEC = External Evaluator PM = Performance Measure QAR = Quality Assurance Review

| **Evaluation Questions** | **Data Sources** | **Methods/Analysis** | **Party Responsible** | **Timeline** |
| --- | --- | --- | --- | --- |
| * Annually, to what extent did the NIMAC review 100% of valid NIMAS file sets within 6 weeks after receiving them from the publisher? (PM 1a)
 | * NIMAC system data
* Interviews with NIMAC staff as needed
 | * Quant. analysis of NIMAC submission, validation & certification data
* Qual. analysis of interview data
 | * NIMAC provides system data to EEC
* EEC conducts analyses
 | * System data analyzed annually (to include data between 3/1-2/28)
* Interviews ongoing Data reported in 524B APR
 |
| * Annually, to what extent did the NIMAC review any file for which there is an immediate need within 2 business days of a publisher’s successful delivery of the file? (PM 1b)
 | * Review Administrative Watchlist file submission dates and upload dates
* Interviews with NIMAC staff as needed
 | * Quant. analysis of Administrative Watchlist dataset
* Qual. analysis of interview data
 | * NIMAC provides system data to EEC
* EEC conducts analyses
 | * System data analyzed annually (to include data between 3/1-2/28)
* Interviews ongoing
* Data reported in 524B APR
 |
| * Annually, to what extent did NIMAC staff add to its inventory 100% of all certifiable file sets submitted by publishers?

 (PM 1c) | * NIMAC system data
* Interviews with NIMAC staff as needed
 | * Quant. analysis of NIMAC submission, validation & certification data
* Qual. analysis of interview data
 | * NIMAC provides system data to EEC
* EEC conducts analyses
 | * System data analyzed annually (to include data between 3/1-2/28)
* Interviews ongoing
* Data reported in 524B APR
 |
| * Annually, to what extent did users who receive customer support and technical support from the NIMAC rate it high quality, useful and relevant? (PM 1d)
 | * TA Tracker Logs
* QRU survey items on annual survey
* TA recipient interviews as needed
 | * Quant. and qual. analysis of survey data
* Qual analysis of interview data
 | * EEC & NIMAC co-create instruments
* EEC administers & drafts report
 | * Survey administered annually
* Interviews post-survey
* Data reported in 524B APR
 |
| * Annually, to what extent did a sample of users who receive technical support from the NIMAC report that the support resulted in more efficient and effective use of the NIMAC?

 (PM 1e) | * TA Tracker Logs
* Survey items on annual survey
* TA recipient interviews as needed
 | * Quant. and qual. analysis of survey data
* Qual analysis of interview data
 | * EEC & NIMAC co-create instruments
* EEC administers & drafts report
 | * Survey administered annually
* Interviews post-survey
* Data reported in 524B APR
 |

**Objective 2:** To **provide access** to print instructional materials, including textbooks, in accessible media, free of charge, to blind or other persons with print disabilities in elementary schools and secondary schools, in accordance with such terms and procedures as the National Instructional Materials Access Center may prescribe.

**Performance Measure 2a:** Annually, the NIMAC will respond to 100% of general public inquiries related to AEM or NIMAS by providing information and referrals intended to: 1) increase knowledge about AEM and NIMAS and 2) increase knowledge about how to access to AEM and NIMAS as measured by a document review of TA tracker records. (Int. Outcome)

**Performance Measure 2b:** Annually, NIMAC staff will incorporate stakeholder input (NIMAC users, AEM Center, OverDrive), to the extent possible, to improve NIMAC procedures, services and online system as measured by a document review, where applicable, of TA tracker records, User Group meeting minutes, and annual survey items that assess NIMAC user feedback about system improvements, and interviews with NIMAC staff. (ST Outcome)

**Performance Measure 2c:** Annually, a panel of skilled accessible media producers (AMPs) with software that fully supports NIMAS files, will rate NIMAS files as facilitating the timely production of high-quality AEM materials), as measured by a rating of 80% or greater on a 5-point Quality Assurance Review rubric supplemented by interviews with AMPs as needed. (Int. Outcome)

**Performance Measure 2d:** Beginning in Year 2, a sample of NIMAS-sourced accessible materials will contribute to equitable opportunities to learn among children and youth with disabilities as measured by interviews with relevant stakeholders (e.g., teachers, parents, AUs, AMPs) as part of a case study. (LT Outcome)

EEC = External Evaluator PM = Performance Measure QAR = Quality Assurance Review

| **Evaluation Questions** | **Data Sources** | **Methods/Analysis** | **Party Responsible** | **Timeline** |
| --- | --- | --- | --- | --- |
| * Annually, to what extent did the NIMAC provide information and referrals intended to 1) increase knowledge about AEM or NIMAS and NIMAS and 2) increase knowledge about how to access AEM and NIMAS? (PM 2a)
 | * TA tracker records
 | * Quant. & Qual. analysis of TA tracker records.
 | * NIMAC provides TA tracker data to EEC
* EEC conducts analysis & report
 | * Quarterly document review
* Data reported in 524B APR
 |
| * Annually, to what extent did NIMAC staff incorporate stakeholder input to improve NIMAC procedures, services and its online system? (PM 2b)
 | * TA tracker records
* Meeting minutes from User Group
* Annual survey
* Interviews with NIMAC staff as needed
 | * Quant. & Qual. analysis of all survey data
* Qual analysis of interview data
* Document review
 | * NIMAC provides data to EEC
* EEC conducts analysis & report
 | * Survey administered annually
* Interviews post-survey
* Data reported in 524B APR
 |
| * Annually, to what extent did a panel of experts (AMPs) rate NIMAS files as useful? (PM 2c)
 | * Quality Assurance Review (QAR) rating survey items
* Interviews with AMPs as needed
 | * Quant. & qual. analysis of QAR responses
* Qual analysis of interview data
 | * EEC & NIMAC co-create instruments
* EEC administers & drafts report
 | * Survey administered annually
* Interviews post-survey
* Data reported in 524B APR
 |
| * Beginning in Year 2, to what extent did interviewees report that a sample of NIMAS-sourced AEM contributed to equitable opportunities to learn? (2d)
 | * NIMAC system data
* Annual survey data
* Interviews with AUs and AMPs in case study states
* Document reviews
 | * Quant. & qual. analysis of QAR responses
* Qual analysis of interview data
* Cross-case analysis
 | * EEC & NIMAC design case study
* EEC collects case study data, conducts analyses & drafts report
 | * Year 1 – Case Study design
* Years 2 – 5 Conduct 2 to 3 case studies
* Interim reports included in 524B APRs; Final case study reports as available
 |

**Objective 3:** To develop, adopt and publish procedures to protect against copyright infringement, with respect to the print instructional materials provided under sections 612(a)(23) and 613(a)(6).

**Performance Measure 3a:** On an ongoing basis, the NIMAC will protect against copyright infringement as measured by full compliance with the policies, procedures and technological means established for this purpose, and verified through system DRM, file set metadata review, document reviews (review of LUAs and Coordination Agreements), and interviews with NIMAC staff as needed. (Outcome that will be achieved throughout the life of the project)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Questions** | **Data Sources** | **Methods/Analysis** | **Party Responsible** | **Timeline** |
| * Annually, to what extent did NIMAS adhere to all established procedures to protect against copyright infringement with respect to NIMAS file sets received from publishers? (PM 3a)
 | * NIMAC system data
* Coordination Agreements
* Limitation of Use Agreements
* Interviews with NIMAC staff as needed
 | * Quant. analysis of NIMAC system data to assess percent adherence across all published procedures (includes a review of fingerprint data, inclusion of copyright information data, & inclusion of rights statement data in NIMAS file sets)
* Document review
* Qual. analysis of interview data
 | * NIMAC provides system data to EEC
* EEC conducts analyses
 | * System data analyzed annually (to include data between 3/1-2/28)
* Annual document review
* Interviews ongoing
* Data reported in 524B APR
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| NIMAC Logic Model**Goal:** To fulfill the duties and responsibilities mandated in IDEA 2004 to receive, catalog, and make available NIMAS source files for use in the production of accessible formats, thereby supporting SEAs and LEAs in ensuring timely access to the curriculum for all students. |
| **Inputs** | **Objectives** | **Activities/Outputs** | **Participants** |  | **Short-term outcomes** | **Intermediate outcomes** | **Long-term outcomes** |
| NIMAC duties as mandated under IDEA 2004NIMAC staffOverDrive online system and technical support staffSEAs and LEAsAccessible Media ProducersPublishers & conversion vendorsNational AEM CenterNIMAC Advisory Council NIMAC User GroupNIMAS file sets from publishers | Objective 1:Receive andmaintain a catalog | Establish user accounts for SEAs, designate, AMPs, publishers & conversion vendors to work with the NIMAC.Support ongoing (voluntary) coordination by all eligible SEAs and outlying areas.Maintain 24/7 access to repository. Validate, catalog and review files within 1 day-6 weeks[[2]](#footnote-2) of file submission (review Watchlist files within 2 days). (PM 1a, 1b)Add 100% of certifiable NIMAS file sets to NIMAC repository. (PM 1c) | NIMAC staff, all NIMAC usersNIMAC staff and OverDriveNIMAC staff/ publishers & conversion vendors |  | All eligible SEAs and outlying areas can access certified NIMAS source files. High-quality file metadata ensures that needed materials can be easily located by users.NIMAC makes high-quality source files available to States and outlying areas (via their designated AUs and AMPs) in a timely manner. (PM 1a, 1b)Access to instructional materials in the NIMAS format increases as the NIMAC adds 100% of valid file sets received from publishers to the repository. (PM 1c) | States and outlying areas produce and distribute high quality NIMAS-sourced AEM (as defined by teachers or other stakeholders) in a timely manner to eligible students with disabilities. Increased knowledge about AEM/NIMAS for NIMAC users, stakeholders and the public, including how to obtain needed materials. | NIMAS-eligible students with disabilities have equitable opportunities to learn (PM 2d) |
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| Objective 2:Provide access to AEM | Provide high quality, relevant, and useful customer and technical support to NIMAC users. (PM 1d)Ensure the NIMAC online system is robust and fully supports the needs of stakeholder/user groups by improving NIMAC procedures, services and online system based on stakeholder/user input.(PM 2b)Provide information & referral to the general public that is intended to increase knowledge about 1) AEM and NIMAS and 2) about how to access AEM and NIMAS. (PM 2a) | NIMAC staff, publishers, and conversion vendors, AUs, AMPs, and SCs in eligible SEAs and outlying areasOverDrive, NIMAC staff, NIMAC Advisory Council and User Group, AEM Ctr, user groups, NIMAC usersNIMAC staff, teachers and parents |  | NIMAC users utilize the NIMAC effectively and efficiently to facilitate the timely production of AEM. (PM 1e)AMPs and AUs access high quality NIMAS files that facilitate the timely production of high quality AEM (as defined by AMPs). (PM 2c)Continuous improvements are made to NIMAC’s procedures, services, and online system. (PM 2b)NIMAC provides information & referral related to AEM and NIMAS in response to all public inquiries received. (PM 2a)  |
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| Objective 3: Protect against copyright infringement | Provide DRM through technical means and policies & procedures. (PM 3a)Track system activity by users, including downloads. (PM 3a)Ensure that LUAs and Coordination Agreements are signed. (PM 3a) | NIMAC staff, OverDrive, AUs, SCs, AMPs, Publishers  |  | Intellectual property rights are protected. Outcome that will be achieved throughout the life of the project |

1. On May 26, 2020, the Department issued a final Notice of Interpretation (NOI) to clarify that digital instructional materials that can conform to the NIMAS standard may be accepted by the NIMAC repository and are included under the definition of “printed instructional materials” in IDEA 2004. [↑](#footnote-ref-1)
2. The NIMAC certifies files in the order they are received, and most files are reviewed with a few days of submission. While it is not the norm, when many hundreds of files are delivered at once by one or more publishers, it can take several weeks for all files to be reviewed. [↑](#footnote-ref-2)