

NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS (NCARB)

Request for Proposal (RFP) for Assessment Criteria Development of Architect Competencies

CONFIDENTIAL

Date of Issue: January 22, 2025 Proposal Due Date: March 3, 2025

Contact Information

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About NCARB

The National Council of Architectural Registration Boards (NCARB) is a not-for-profit corporation 501(c)(6) comprising the legally constituted architectural registration boards of the 50 states, the District of Columbia, Guam, Puerto Rico, the Northern Mariana Islands, and the U.S. Virgin Islands as its members. Each state and territory in the United States has a governmental authority that registers and regulates architects. Typically, the authority is vested in a Board of Architecture comprised of architects and lay persons appointed to the board by the chief executive of the jurisdiction. The boards formulate the rules and policies of NCARB and elect NCARB's officers and directors. The only members of NCARB are these boards of architecture.

NCARB's Mission Statement

NCARB, in collaboration with licensing boards, facilitates the licensure and credentialing of architects to protect the health, safety, and welfare of the public.

NCARB's Vision Statement

At NCARB, our vision is to ensure safe places and spaces for all communities.

As a global leader in architectural regulation, we accomplish our mission by recommending and encouraging national requirements for architectural licensure in line with our three strategic goals.

- Facilitate Licensure: NCARB's programs and services enable the pursuit, achievement, and ongoing maintenance and mobility of architectural licensure
- Foster Collaboration: NCARB's proactive engagement with licensing boards and industry organizations advances the understanding and effectiveness of architectural regulation
- Maximize Value: NCARB's programs and services further the progress of our licensing boards and customers

We are dedicated to helping professionals reach their career goals, providing key data about the path to licensure, and protecting the public's health, safety, and welfare.

Request for Proposal Schedule

RFP Issued	January 22, 2025
Questions Submission to NCARB Deadline	February 7, 2025
RFP questions must be submitted by interested	
parties to Nathan Grabowski via email.	
Responses to Questions	February 18, 2025
A written response to all submitted questions will be provided	
to all interested parties that notify Nathan Grabowski.	
Proposals Due	March 3, 2025
Flectronic version must be sent to Nathan Grahowski	

Interviews via Zoom are anticipated between March 13 - 21, 2025. Contract is anticipated to be awarded May or June of 2025. Efforts are anticipated to begin no later than July 2025.



Statement of Confidentiality

All information contained in this RFP is confidential in nature and may be used for no other purpose than to develop a response. All recipients of this RFP agree that this information may only be used or shared with individuals outside the recipient's organization for purposes to develop a response to the proposal.

Project Overview

NCARB is pleased to invite organizations to submit a proposal for consulting services related to the development of assessment criteria for architect competencies. In October 2024, NCARB released the NCARB Competency Standard for Architects which will form the basis of a series of future assessments to confirm the competency of individuals seeking initial licensure to practice architecture in one of NCARB's member jurisdictions.

For additional insights into the profession of architecture from NCARB, please review the <u>2023 Analysis of Practice</u> report. In addition, NCARB's 2024 annual data report on the state of licensure and our licensure programs is available via our annual NCARB By the Numbers publications.

The scope of work desired is outlined in this RFP and NCARB encourages respondents to propose creative and efficient processes to collaborate with NCARB in achieving its goals.

Over the past two years, NCARB has been researching and working to conceptualize a future licensure process based on the developed competency standard. The overarching goals of the future licensing process are to increase inclusivity of the licensure process, increase the flexibility to demonstrate competency by offering at least two assessment approaches for each competency, and to ensure the licensure process maintains the necessary rigor that it will achieve uniform acceptance by NCARB's jurisdictional members.

The goals for this project specifically include:

- 1. Establishing the assessment criteria of each architect competency and translating it in a way so that it can be applied to the multiple assessment approaches (noted below) being considered.
- 2. Determining the appropriateness of each assessment approach being considered given the desire to ensure a high level of equivalency across assessment methods.

NCARB has been researching the use of multiple approaches to assess the various competencies for architects. These include:

- Portfolio of licensure candidate work from education and/or work experience.
 - Likely to include validation that the work being submitted was original and some form of question and answer to evaluate their level of understanding.
- Standardized assessments including the following formats:
 - Traditional testing using common item types.
 - Situational judgment tests.
 - Large case-based assessments where candidates are provided with the case in advance and allowed to reference the case material while being tested using common item types.
- Guided self-study of curriculum that includes integrated tests throughout.
- A process to validate the educational outcomes of planned curriculum will achieve competency in successful individuals.



Scope of Work

As noted previously, NCARB is looking to collaborate with a contractor that can provide both a creative and efficient approach to achieving the project goals noted. NCARB is not interested in pursuing a traditional job task analysis for each of the competencies. Instead, contractors are asked to provide their proposed solution to best define an approach that effectively builds from the research already completed and efficiently achieves the project goals.

NCARB is planning on engaging a committee of approximately fourteen subject matter experts that reflect both jurisdictional licensing board members and additional practicing architects to help inform and guide this effort. NCARB will support the in-person meeting of this committee up to three times between July 2025 and May 2026 to assist in this effort. Responses to this proposal should describe if and how they would propose using this committee.

NCARB staff have advanced knowledge and skill in conducting surveys of our various stakeholders. Contractors should propose solutions and pricing that reflect NCARB being responsible for the administration and marketing of any surveying efforts. The contractor will be expected to develop any survey questions, inform survey construction and desired delivery approach, and conduct all necessary analysis post-delivery if surveys are proposed.

NCARB has direct relationships with all licensure candidates via our current licensure programs. In addition, we have a service relationship with over fifty thousand licensed architects. These relationships allow NCARB to support the recruitment of focus groups if so proposed. Contractors should propose solutions and pricing that reflect NCARB being responsible for the marketing and recruitment of focus group participants. The contractor will be expected to develop focus group questions, facilitate all engagements, and conduct all necessary analysis if focus groups are proposed. Any proposed focus groups should be planned for virtual engagements.

Timeline

NCARB has no set deadline to complete this effort but desires it to be substantially complete no later than Summer 2026. Spring 2026 completion of the work is desirable.

Respondents are to outline their proposed timeline for completion of all proposed efforts assuming commencement of the work on July 1, 2025.

Instructions to Bidders

NCARB retains the right to cancel all or any part of this RFP at any time. No promise or undertaking by NCARB whatsoever is made or implied with respect to any person who responds to this RFP. By submitting a proposal, each proposer expressly acknowledges that neither NCARB nor anyone acting on NCARB's behalf has made or will make any commitment to award the contract and that NCARB expressly reserves the right to negotiate with proposers or others and to enter into an agreement or not in its sole discretion and on whatever terms NCARB decides. NCARB shall have no obligation whatsoever to any person until a written agreement is entered into and signed by both parties to that agreement.



- A. Respondents must provide proposals using the following outline as separate sections:
 - 1. Cover Sheet, which identifies the proposer, location of its office, date and the signature of an authorized person indicating that the proposal has been read and the party agrees to comply with the requirements and conditions of this RFP.
 - 2. Company Information, which describes the size, structure, areas of practice and office location(s). Please identify the primary contact for this project.
 - 3. Proposed Solution and Services
 Provide a description of your proposed approach and timeline to achieve the goals described herein.

4. Fees

Please describe your proposed fee structure for completing this work. Include any initial start-up phase costs, reimbursable expenses throughout, and any other expected expenses to be paid by NCARB.

5. Relevant Experience

Please provide evidence of your experience, including

- a. Describe how long you have been in business and your current business structure. Provide any other names, dates, and locations under which the company has done business.
- b. Provide resumes for key personnel that will support the project.
- c. Identify other non-profit or governmental clients whom you have served.
- d. Describe your work history with projects of a similar nature and scope.

6. References

Please provide three client references. Include the contact's name, title, address, telephone, e-mail, description of services provided, and length of time you have been providing services to the client.

7. Additional Qualifications, the company must meet the following requirement. Diversity, Equity, and Inclusion: You agree to provide all services with a commitment to inclusivity. As such, you will agree and understand that any services provided shall be provided in a manner that supports inclusivity, and additionally you will agree to undertake best efforts to ensure that all involved in the services, will not expressly or implicitly degrade any gender, sexual orientation, or race during the term of any future agreement. Briefly describe your firm's position on Diversity, Equity, and Inclusion. If you have a formal policy, please include it in your response.

8. Insurance

As part of basic services, Consultant shall maintain in full force in responsible companies: (a) Workmen's Compensation insurance in required statutory amounts; (b) commercial general liability coverage and automobile liability coverage respectively of at least \$500,000 each; and (c) any other insurance in such amounts and deductibles as are stated in the Agreement. Certificates evidencing such insurance showing NCARB as an additional insured under clause (b) shall be furnished upon request.



- 9. Conflict of Interest List any potential conflict of interest with current clients, including any current clients that are state architectural registration boards or other state registration boards registering engineers, interior designers or other design professionals. Disclose whether your firm has any business or personal relationship with any NCARB volunteer or staff member.
- B. NCARB will not make any payment to respondents in connection with this RFP.
- C. Proposals should be delivered to NCARB in electronic format. Elaborate presentations and cover materials will not be considered advantageous. All proposals become the sole property of NCARB.
- D. NCARB will consider collaborative proposals that bring different strengths to the services to be provided. Proposals may rely on subcontractors and consultants so long as in all cases there is adequate financial responsibility. In the case of collaborative proposals, all proposers in the venture will be contractually liable.
 Respondents who intend to engage subcontractors and consultants should identify the subcontractors and consultants in their proposal and understand that these cannot be changed without NCARB's prior written consent.
- E. Respondent agrees to be bound by its RFP response for a period of ninety (90) calendar days from the RFP response date during which NCARB may request clarification or correction of the RFP response for the purpose of the evaluation.

Sample Contract Terms and General Conditions

If a proposal is selected and NCARB agrees to enter into an agreement with a contractor, the contractor is expected to agree to the following common contract terms and general conditions.

TAXES

Consultant will provide NCARB with a Social Security or Federal Employer Number for the purpose of reporting payments by NCARB to the Internal Revenue Service on Form 1099 for the current tax year. Consultant is responsible for all applicable local, state, and federal taxes incurred as a result of this Agreement.

OUT OF POCKET EXPENSES:

The Consultant will bill NCARB only for its reasonable out-of-pocket expenses as described below at cost. If the Consultant's place of business is located more than 50 miles from the place of the meeting Consultant is required to attend, reasonable out-of-pocket expenses may include transportation to and from the locations of required NCARB meeting, and if an overnight stay is necessary also lodging and meals. Computer use, telephone, fax, postage and copying charges may not be billed unless authorized in advance in writing due to the unusual nature of the assignment. The Consultant is authorized to fly coach class only.



INDEPENDENT CONTRACTOR STATUS

- (a) Consultant is an independent contractor, and Consultant shall identify himself or only as a Consultant to NCARB. Consultant shall not represent to anyone, including without that Consultant is an officer or employee of NCARB.
- (b) Consultant shall not enter into any agreement on behalf of NCARB, incur any obligations on NCARB behalf, or commit NCARB in any manner.
- (c) As an independent contractor, Consultant shall be responsible for all federal, state and other taxes that are due and payable by consultant in connection with this Agreement. Consultant is obligated to report as income and pay all applicable taxes in a timely manner to the appropriate taxing authority on all compensation Consultant receives pursuant to this Agreement. No amount will be deducted or withheld from Consultant's compensation for state, local, or federal taxes. No FICA, FUTA or state unemployment taxes will be payable by NCARB on behalf of consultant. NCARB retains the right to require Consultant to present evidence of Consultant's compliance with the terms of this Section.
- (d) In addition, as an independent contractor, Consultant is not eligible for any benefits that NCARB may provide to its employees, including but not limited to workers' compensation benefits, disability benefits, unemployment benefits, paid vacations, paid holidays, retirement benefits, health or other insurance benefits.
- (e) NCARB agrees that Consultant does not work exclusively for NCARB.

These general conditions are incorporated into the above Agreement. If there is any inconsistency with the terms of the Agreement, these general conditions shall apply notwithstanding any contrary provisions in the Agreement.

- 1. Consultant shall commence performance immediately upon NCARB's order to do so and shall diligently pursue same in accordance with any schedule provided. Consultant shall comply with all applicable laws and pay all taxes related to its services. The services of Consultant constitute work for hire and all information, intellectual property and other materials prepared by Consultant is and shall remain the sole property of NCARB, and Consultant irrevocably transfers to NCARB all right and title including copyright therein. Consultant warrants and represents on a continuing basis that no such materials are or will be subject to any patent, copyright, trade secret or other proprietary rights in others.
- 2. The fee set forth in the Agreement shall be the full payment to be made by NCARB for the services described in the Agreement. Consultant shall not be entitled to receive compensation of any kind for extra or additional services unless ordered by NCARB in writing as such. Any individual(s) identified in the Agreement as performing services for consultant shall not be changed without NCARB's prior written consent. The Agreement may not be assigned or encumbered by consultant. Consultant assumes the entire responsibility and liability for and agrees to indemnify and hold NCARB and its members, officers, agents and employees harmless from, all damage, or injury of any kind (including reasonable attorneys' fees and costs of litigation) arising out of its services or related to any act or neglect of it or those acting under it.



- 3. As part of basic services, Consultant shall maintain in full force in responsible companies: (a) Workmen's Compensation insurance in required statutory amounts; (b) commercial general liability coverage and automobile liability coverage respectively of at least \$500,000 each; and (c) any other insurance in such amounts and deductibles as are stated in the Agreement. Certificates evidencing such insurance showing NCARB as an additional insured under clause (b) shall be furnished prior to commencing work.
- 4. The Agreement may be suspended or terminated by NCARB upon seven (7) days' written notice with or without cause. Following termination without cause, the Consultant will be entitled to payment for all services performed to termination. All disputes under the Agreement will be resolved by a court of competent jurisdiction in the District of Columbia.
- 5. Consultant agrees that Confidential Information shall be used solely for this engagement and not for any other purpose whatever and shall be kept strictly confidential. "Confidential Information" means any non-public, confidential or proprietary information furnished to Consultant, either before or after the date of the Agreement, including but not limited to questions, answers, scoring methodology and other information relating to the Architect Registration Exam ("ARE"), personal information involving test takers, certificate holders, applicants, interns or employees, technical approaches, products, business plans, proposals, costs, management information systems, operating policies, database information, projections, notes, analyses, compilations, studies, lists, ideas, documents, contracts and any other information however documented that is non-public, confidential or proprietary in nature (and whether prepared by NCARB or for NCARB by others). At the conclusion of the engagement, Consultant shall either redeliver to NCARB all Confidential Information and all copies, extracts or other reproductions, or provide reasonably satisfactory evidence to NCARB that the same has been destroyed.

Consultant warrants (i) that neither it nor any of its representatives performing services for NCARB now has, nor will they have for a period of at least five years after the end of the engagement, any employment with or any direct or indirect financial interest in any business or other undertaking involved in advising, preparing, counseling, coaching or otherwise assisting potential takers of the ARE, and (ii) that if its engagement is related to the ARE, Consultant will hold in confidence and never publicize or otherwise promote such ARE-related engagement for any purpose.

Consultant agrees that because there is no adequate remedy at law, NCARB shall be entitled to equitable relief in the courts of the District of Columbia, including injunctive relief, in the event of any breach or threatened breach of the foregoing provisions and Consultant shall not oppose the granting of such relief. Entitlement to equitable relief shall not be the exclusive remedy but shall be in addition to damages and all other remedies. If NCARB takes legal action to enforce this Agreement and is granted any material relief because of Consultant's breach, NCARB shall be entitled to reasonable attorney fees, expenses and costs of litigation.