
Request for Proposals

ESEA FLEXIBILITY WAIVER MONITORING PROTOCOL: TALENT OFFICE

Connecticut State Department of Education

Procurement Contact: Nadine Dube

E-Mail: Nadine.Dube@ct.gov

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Due Date: Friday, December 6, 2013

Solicitation # 14SDE00012-RFP



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Levy Gillespie
Equal Employment Opportunity Director/American with Disabilities Act Coordinator
State of Connecticut Department of Education
25 Industrial Park Road
Middletown, Connecticut 06457
(860) 807-2071.
levy.gillespie@ct.gov

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

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BACKGROUND

Connecticut State Department of Education (CSDE)

On May 15, 2012, Governor Malloy signed Public Act 12-116, An Act Concerning Education Reform, which was recognized by U.S. Secretary of Education Arne Duncan, who commended Connecticut for “coming together to enact meaningful education reforms that will benefit students.” This legislation empowers the CSDE to implement a set of crucial new reforms in the following areas:

- Early childhood education,
- State supports and interventions in low-performing schools and districts,
- Expansion of high-quality schools of choice,
- Educator evaluation and development, and
- Delivery of new resources to high-needs communities to fund new district reform efforts.

Three areas of focus for the Department since the passage of [Public Act 12-116](#) are Common Core State Standards implementation, new accountability systems, and a new educator evaluation and support system.

1. The CSDE released its redesigned Common Core State Standards (CCSS or Common Core) strategic plan in December of 2012. The State Board of Education adopted the standards in July of 2010. Work is ramping up again on this front within the CSDE. As such, the CSDE has begun a process to reset, prepare, implement, and improve implementation of the CCSS statewide for the 2013-2014 school year and beyond.
2. Connecticut’s new accountability system improves upon the old one in several ways. The new system recognizes and values improvement in student achievement at all performance levels unlike the old system, which only recognized movement of students from ‘not proficient’ to ‘proficient.’ It raises expectations by setting the target that all students perform at the ‘goal’ level on the majority of tests they take rather than just perform at the ‘proficient’ level, as in the old system and integrates all tested subjects, encouraging schools to improve instruction not only in Mathematics and Reading (as under No Child Left Behind), but also in Science and Writing. The new system includes graduation rates as important indicators of high school success and identifies schools with struggling student subgroups, which in the past, may have been less visible to parents and educators. It also enables schools to be classified into new categories, including Turnaround, Review and Focus, Transitioning, Progressing, and Excelling Schools, that will enable districts and the State to provide tailored support to individual schools.
3. The CSDE created a state model for educator evaluation and support, the System for Educator Evaluation and Development (SEED), which was approved by the State Board of Education (SBE) in June of 2012, along with the Guidelines for Educator Evaluation (Guidelines) that was developed in consultation with the Performance Evaluation Advisory Council (PEAC). As is required by state statute, the Department implemented the new educator evaluation and support system through a 2012-13 pilot program in ten

districts/consortia of districts. Statewide rollout of the system is underway this 2013-2014 school year.

These reforms map to Connecticut's Elementary and Secondary Education Act of 1965 (ESEA) flexibility request. The [Connecticut State Department of Education's \(CSDE\) ESEA flexibility request](#) was approved on May 29, 2012.

. Connecticut's ESEA flexibility speaks to the following:

- *College- and Career-Ready Expectations for All Students* – Over the past few years, Governors and Chief State School Officers have developed and adopted rigorous academic content standards to prepare all students for success in college and careers in the 21st century. States are also coming together to develop the next generation of assessments aligned with these new standards, and to advance essential skills that promote critical thinking, problem solving, and the application of knowledge. To support states in continuing the work of transitioning students, teachers, and schools to a system aligned to college- and career-ready expectations, this flexibility would remove obstacles that hinder that work.
- *State-Developed Differentiated Recognition, Accountability, and Support* – Fair, flexible, and focused accountability and support systems are critical to continuously improving the academic achievement of all students, closing persistent achievement gaps, and improving equity. This flexibility would give SEAs and LEAs relief from the school and LEA improvement requirements of NCLB so they can implement these new systems.
- *Supporting Effective Instruction and Leadership* – In recent years, many SEAs and LEAs have begun to develop evaluation and support systems that go beyond NCLB's minimum HQT standards. Guided by Principle 3 of the ESEA flexibility waiver, the new evaluation and support systems provide more meaningful information about the effectiveness of teachers and administrators and can be used to inform professional development and improve practice. High-quality systems, informed by research that affirms that educators have significant and lasting effects on student learning, draw on multiple measures of instructional and leadership practices to evaluate and support teacher and principal effectiveness. This flexibility will give SEAs and LEAs the ability to continue this work designed to increase the quality of instruction for all students by building fair, rigorous evaluation and support systems and developing innovative strategies for using them.
- *Reducing Duplication and Unnecessary Burden* – An SEA must assure that it will evaluate and, based on that evaluation, revise its own administrative requirements to reduce duplication and unnecessary burden on LEAs and schools.

SCOPE OF SERVICES

The Connecticut State Department of Education ("CSDE") is seeking a vendor to develop and implement a comprehensive monitoring process and tools to monitor and document the implementation of statewide educator evaluation and support systems, in cooperation with the CSDE Talent office, as required by the Elementary and Secondary Education Act (ESEA), Principle 3 flexibility waiver.

PRODUCT AND/OR SERVICES SPECIFICATIONS REQUIRED FOR PROPOSAL

ESEA FLEXIBILITY MONITORING DEVELOPMENT AND IMPLEMENTATION: TALENT OFFICE

Talent Office monitoring of the Elementary and Secondary Education Act (ESEA) Principle 3 flexibility waiver

1. Develop a statewide monitoring process to assess the fidelity of implementation of statewide educator evaluation and support systems in the 2013-2014 school year.
 - a. As required in Principle 3 of CT's ESEA flexibility waiver, the CSDE plans to initiate an annual process by which to monitor and document the implementation of Connecticut's new system for educator evaluation and support to ensure that each local education agency (LEA) develops, adopts, and implements a CSDE-approved system, with the involvement of teachers and administrators, including mechanisms to review, revise, and improve, high-quality teacher and administrator evaluation and support systems consistent with the SEA's adopted Guidelines for Educator Evaluation (June 2012).
2. The CSDE requests the vendor to develop a comprehensive system and tools comprised of differentiated levels and types of monitoring. The levels will be designed as follows:
 - a. Level I: All Connecticut districts and charter schools will be required to complete a comprehensive progress report aligned to Guidelines for Educator Evaluation (June 2012) for both the teacher and administrator models in order to self-assess implementation progress.
 - b. Level II: Upon submission of the progress report to the CSDE and/or appropriate partners, approximately thirty districts, including charter schools, will be randomly selected for more in-depth monitoring. The random selection process will be designed to ensure approximately equal representation from each of the six regional educational service center (RESA) regions. Additional districts and charter schools may be monitored if the CSDE has questions or concerns regarding the district's responses during the Level I review process.
 - c. Level III: In addition to the districts selected for more in-depth monitoring, between five and ten districts, including charter schools, will be selected for a full site visit. The site review teams will be comprised of representatives from various offices of the CSDE, as well as other stakeholders and appropriate partners. At the end of the annual monitoring process and site visits, those districts observed will receive feedback reports.
 - d. The tiered system outlined above is intended to serve as the formal monitoring of statewide implementation. The monitoring process will be developed and managed through one annual cycle. The proposal shall include a transition plan so that CSDE can continue to house and operate this monitoring structure internally, once the initial annual cycle has been completed.

SUBMITTAL REQUIREMENTS

Proposers must address each of the items detailed below.

1. Qualifications and Experience

a. Demonstrated ability to provide services: Experience

Please provide a detailed explanation of the experience you or your organization has to support the CSDE as requested.

b. Demonstrated ability to provide services: Staff (working on project)

Please provide a detailed explanation of your experience to support the CSDE as requested.

2. Methodology

a. Proposed method of providing service

Please provide a detailed explanation of the methodology you will use in order to provide the services requested.

b. Proposed resources providing services

Please provide a detailed explanation of the resources you will use in order to provide the services requested.

3. Pricing

a. Proposed Pricing

Please provide detailed budget.

b. Additional Savings and/or Increased Revenues and/or Sustainability Plan

Please provide an explanation of additional savings and/or increased revenues and/or logic for how your proposal will be sustainable.

4. Organizational Information

a. Financial Stability

b. References

c. Quality Assurance

d. Appropriate Insurance/Bonding

PROPOSAL REQUIREMENTS

I. Contract Period

The State intends that this contract shall be in effect for a period of 1 year, beginning on December 1, 2013, and ending December 1, 2014. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

II. Quantities and/or Usages

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

III. Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

IV. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Awards

V. Stability of Proposed Prices

Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.

VI. Amendment or Cancellation of the RFP

CSDE reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

VII. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by CSDE. CSDE, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

VIII. Proposer Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that CSDE deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

IX. Proposer Demonstration of Proposed Services and or Products

At the discretion of CSDE, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by CSDE and without cost to the State.

X. Erroneous Awards

CSDE reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer. Such action on the part of CSDE shall not constitute a breach of contract on the part of CSDE since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between CSDE and such proposer.

XI. Proposal Expenses

Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by CSDE.

XII. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

XIII. Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

XIV. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XV. Subcontractors

CSDE must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of CSDE or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any

subcontractor shall be provided promptly by the successful proposer to CSDE upon request. The successful proposer must provide the majority of services described in the specifications.

CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, CSDE and the initial proposer fail to reach consensus on the issues relative to a contract, then CSDE may commence contract negotiations with other proposers. CSDE may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in “Contract”. The contract may include a liquidated damages clause at the discretion of the State.

SELECTION CRITERIA

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process **and are listed in order of relative importance.**

Selection Criteria:

1. **QUALIFICATIONS/ EXPERIENCE**
2. **METHODOLOGY**
3. **PRICING**
4. **ORGANIZATIONAL INFORMATION**

INSTRUCTIONS TO BIDDERS

I. Proposal Schedule

Release of RFP:	November 20, 2013
Mandatory Site Visit:	Not Applicable
Receipt of Questions:	November 29, 2013
Answer to Questions will be Posted as an Addendum:	December 2, 2013
Proposal Due Date:	December 6, 2013

During the period from your receipt of this Request for Proposals, and until a contract is awarded, you shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the "Department Contact" listed on the cover page of this document.

II. Bidder Information

Company/Vendor

Bidder's Address

Bidder's Representative

Telephone #'s:

Email Address

III. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received no later than 12:00 p.m. (noon) on Friday, November 29, 2013 to:

Shannon Marimon, CSDE Talent Office, shannon.marimon@ct.gov

Answers to questions received will be posted as an Addendum.

IV. Proposal Submission

**All responses to this solicitation must be submitted as follows:
Proposal must include 5 complete copies and must be stamped in as received, by 4:00 p.m. eastern time on Friday, December 6, 2013, at:**

**The Connecticut State Department of Education
C/o Nadine Dube
Talent Office, Room 239
165 Capitol Avenue
Hartford, CT 06106**

****Expedited services (Fed Ex, USPS, and UPS) are acceptable providing a signed receipt identifies the delivery time prior to the above stated time.**

APPENDICIES

Appendix A

Statement of Assurances

PROJECT: Teacher Professional Learning Communities Related to CT Common Core District Teams and District Coaches

THE APPLICANT, _____, HEREBY ASSURES THAT:
(Insert Name)

1. The applicant has the necessary legal authority to submit a proposal in response to this RFP and to contract for the provision of the services described therein.
2. The filing of this application has been authorized by the applicant's governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application.
3. The activities and services for which assistance is sought under this RFP will be administered by or under the supervision and control of the applicant.
4. The project will be operated in compliance with all applicable state and federal laws and in compliance with the regulations and other policies and administrative directives of the Connecticut State Board of Education and the State Department of Education; Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded.
5. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the State Department of Education, including information relating to the project records and access thereto as the State Department of Education may find necessary;
6. The Connecticut State Department of Education reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records, and materials resulting from this project;
7. The applicant will protect and save harmless the State Board of Education from financial loss and expense, including fees and legal fees and costs, if any, arising out of any breach of the duties, in whole or in part, described in the application;
8. At the conclusion of the contract period, the applicant will provide for an independent audit report acceptable to the CSDE in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the CSDE any monies not expended in accordance with the approved program/operation budget as determined by audit;
9. Required Contract Language:

(1) For the purposes of this section, "Commission" means the Commission on Human Rights and Opportunities. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (a) who are active in the daily affairs of the enterprise, (b) who have the power to direct the management and policies of the enterprise and (c) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes Section 32-9n; and "good faith" means that the degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "sexual orientation" means having a preference for heterosexuality, homosexuality or bisexuality, having a history of such preference or being identified with such preference, but excludes any behavior which constitutes a violation of part VI of chapter 952 of the general statutes.

(2) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut. If the contract is for a public works project, the contractor agrees and 20 warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such project. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (c) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission, advising the labor union or worker's representative of the contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this section and Connecticut General Statutes Sections 4a-62, 32-9e, 46a and 46a-68b to 46a-68k, inclusive and with each regulation or relevant order issued by said commission pursuant to said sections; (e) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as related to the provisions of this section and section 46a-56.

(3) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: the contractor's employment and subcontracting policies, patterns and practices; affirmative advertising; recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(4) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(5) The contractor shall include the provisions of subsection (2) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding in a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of reinforcing such provisions including sanctions for noncompliance in accordance with this section and Connecticut General Statutes Sections 4a-62, 32-9e, 46a-56 and 46a-68b to 46a-68k, inclusive; provided if such contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(6) The contractor agrees to comply with the regulations referred to in this section as the term of this contract and any amendments thereto as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(7) (a) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated, when employed, without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the Connecticut General Statutes; (d) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission and permit access to pertinent books, records and accounts, concerning employment practices and procedures of the contractor which related to the provisions of this section and section 46a-56 of the general statutes.

(8) The contractor shall include the provisions of subsection (7) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor, or manufacturer unless exempted by regulations and orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such contractor or vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

The signature of the authorized official on the Statement of Assurances Signature Page indicates the intent to comply with the provisions referenced in each section. Assurances not agreed to by the authorized official must be identified on a separate sheet with a rationale for the disagreement.

I, the undersigned authorized official, hereby certify that these assurances shall be fully implemented.

Signature _____

Name (typed) _____

Title (typed) _____

Name of Organization _____

Date _____