



Rowan-Salisbury Schools

**500 N. Main Street
Salisbury, NC 28144**

REQUEST FOR PROPOSAL

FOR

**Formative Assessment Tool for
Accelerate Rowan, a Teacher and School Leader (TSL) Incentive Program Grant**

**RFP Issued: February 4, 2022
Response Due: March 11, 2022 at [5:00] p.m. EST**

Request for Proposal (RFP)

Formative Assessment Tool

Rowan-Salisbury School System (the “District”) is requesting proposals from qualified licensed firms for specialized services for a formative assessment tool that provides research based formative assessments for students K-12 in the area of reading and math. for Accelerate Rowan, a Teacher and School Leader (TSL) Incentive Program grant.

I. General Information

Submittal of Proposal

- Information should be verified before submissions. Adjustments will not be permitted after submission to the District. The District will not be responsible for errors or omissions on the part of the organizations in preparation of the proposals.
- Submissions should be sent to:

McKenzie Lamborne, Grant Coordinator
LamborneMM@rss.k12.nc.us

Jason Gardner, Chief Academic Officer
gardnerjd@rss.k12.nc.us

- Questions about the RFP, its content, format or any other questions must be submitted in writing to Jason Gardner, Chief Academic Officer, **no later than March 1, 2022 by 5pm.**

Signatures

- All Proposals must be signed by an authorized officer of the firm submitting the proposals.

Rights of the District

- The District, in its discretion, may conduct personal interviews of any firm submitting an RFP. The successful firm or firms will be required to enter into an Agreement between the District and the Firm. The form of agreement for requested services shall be substantially in the form of the District’s standard agreement for services.
- All content, processes, products, programs, and all other resources developed by the firm for the purpose of this RFP, shall be the property of Rowan-Salisbury Schools.
- The RFP is not a low-bid price competition; instead, proposals shall be evaluated in accordance with the Evaluation Criteria stated in this RFP.
- The District reserves the right to reject any and all proposals.

Deadline for Submittal

- Submittals must be received by McKenzie Lamborne - LamborneMM@rss.k12.nc.us and Jason Gardner gardnerjd@rss.k12.nc.us by **March 11th, 2022 at 5:00PM EST.**

II. Scope of Work

Introduction

- Responses received from this Request for Proposals will be used by the District to select the firm to provide services to the District in accordance with the scope of work identified in this RFP.

Requested Services

- Work with Rowan-Salisbury Schools Teacher and School Leader Grant District Leadership Team to provide a formative assessment tool that provides research based formative assessments for students K-12 in the area of reading and math.

Proposed Timeline for Services

- June 2022 - June 2025

Summary of Specific Services/Products and actual Deliverables

Required

- Provide a formative assessment tool that is research based and can be delivered at least 3 times a year to students in a digital format for K-HS Math, K-HS ELA
 - Submissions will still be considered if you only offer some grade levels/subjects.
 - District currently utilizes mClass as part of NC Read to Achieve legislation for K-3 reading.
- Strong alignment to NCSCOS and NC EOG and EOC assessments.
- Provide research based data to validate how the use of this resource will improve student performance data. Include studies from NC when possible.
- Ability to provide data that is easy to interpret and actionable at a school and district level which includes present level of performance for students.
- Must be able to accurately report if a student has made at least 1 year of academic growth and be able to provide clear reporting at a school and district level to help monitor strategic plan goal:
By 2027, Rowan-Salisbury Schools will increase the percent of students who meet their individual growth target on nationally-normed and state-aligned formative assessments based on 2022-2023 baseline metrics.
- Provide professional development opportunities for staff to promote effective use of formative assessment.
- Ability to integrate with district technology systems (in particular Panorama Student Success Platform as well as NC Powerschool for rostering)
- Be available to support implementation questions as they arise.

Preferred

- Provide supporting core curriculum that is aligned with the formative assessment tool to offer students access to rigorous on-grade level content.

- Provide supporting intervention curriculum and/or personalized lessons on the student's instructional level as well as scaffolds of support to allow students to access grade level content.
- Provides opportunities for students to progress monitor their growth utilizing mini-assessments or probes to guide instructional decision making.
- If applicable, offer supporting core curriculum in digital and print format.
- Provide professional development opportunities to support curriculum offered aligned to formative assessment tool.

III. Contents Of Proposal For Selection Committee

All proposals shall address the following items, in the order listed below and shall be numbered A through F in the proposal document.

- **Description of Firm** – Provide background information regarding the size, location, work history, and organization of the firm.
- **Experience Relative to District Needs** – Provide a detailed summary of the experience of the firm including a list of similar projects completed within the last five years.
- **Qualifications of Firm's Personnel** – Identify all project personnel, organizational relationships, and provide a resume of qualifications and project related experience.
- **Implementation Plan** - Describe how the RFP components, outlined in the previous section, will be implemented.
- **Timeline** - Provide schedule of delivery of services/products.
- **Fees** – Proposals shall include the firm's fee schedule, and pricing shall be inclusive of all costs.
- **Other** - Each firm is encouraged to provide any additional information or description of resources the firm feels is pertinent to this RFP.

IV. Selection Criteria

- Proven track record of services related to the RFP scope of work including research that validates impact (ex: What Works Clearinghouse, EdReports)
- Cost related to proposed scope of work
- Ability to deliver scope of work to scale
- Ease of use and ease of implementation for all stakeholders
- Previous work history with Rowan-Salisbury Schools as well as understanding and commitment to Rowan-Salisbury Schools' Renewal School System Legislation and Directional System.
- Feedback from stakeholders based on RFP submission from vendor.

The District Superintendent will appoint a selection committee to review the RFPs and make a recommendation to the School Board.

V. Terms and Conditions

Nothing in this RFP will be construed to create any binding contract (express or implied) between the District and any bidder until a written contract is entered into by the parties. By submitting a proposal in response to this RFP, the bidder agrees to accept the standard contract terms and conditions as outlined below.

**ROWAN-SALISBURY BOARD OF EDUCATION
CONTRACT FOR [DESCRIPTION/NAME] SERVICES**

This contract for [DESCRIPTION/NAME] services (the “Contract”) is made and entered into this [DATE] day of [MONTH], [YEAR], between the Rowan-Salisbury Board of Education (the “School System”), 500 North Main Street, Salisbury NC 28144 and the [VENDOR NAME] (the “Provider”), [VENDOR’S ADDRESS].

For and in consideration of the mutual promises set forth in the Contract the parties do mutually agree as follows:

1. Obligations of Provider. Provider hereby agrees to provide services to the School System as described in Exhibit A – [SCOPE OF WORK/PROPOSAL WITH SCOPE].
 - 1.1. Work will be completed in a timely manner acceptable to the School System in full compliance with the terms and conditions of this Contract, including any documents incorporated by reference.
 - 1.2. Qualifications of Provider. Provider warrants that all agents or employees of Provider who will provide services under this Contract will be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
 - 1.3. Records Maintenance. Provider shall maintain written documentation of any service provided, including any required documentation meeting the requirements of applicable federal, state and local laws and regulations.
2. Obligations of the School System.
 - 2.1. The School System hereby agrees to compensate Provider in the amount of for services rendered, with total payments not to exceed \$[FULL DOLLAR AMOUNT (numbers and spelled out)].
 - 2.2. INCLUDE PAYMENT SCHEDULE or SEE EXHIBIT A.
3. Term. The services described in the Contract will be provided from the effective date of this Contract through [MONTH DAY], YEAR unless sooner terminated as herein provided.
4. Compensation. The School System hereby agrees to compensate Provider in accordance with the schedule provided in Exhibit A OR Section 2.2 once all services have been rendered in accordance with the terms of this Contract. Provider shall provide the School System with an invoice(s) itemized by service provided, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the School System. Invoice(s) shall be submitted to McKenzie Lamborne at LamborneMM@rss.k12.nc.us. The School System shall process payments to Provider within forty-five (45) days of submission of such invoice(s) and/or the availability of grant funds, whichever is later.
5. Termination for Convenience. The School System may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days’ notice in writing from the School System to Provider prior to the date of termination. In addition, all finished or unfinished documents and

other materials produced by Provider pursuant to this Contract shall, at the request of the School System be turned over to it and become its property. If the Contract is terminated by the School System in accordance with this section, the School System will pay Provider at the rate set out in Section 2.1 for all services performed as of the date of termination.

6. Termination for Default. At any time, the School System may terminate this Contract immediately and without prior notice if provider is unable to meet goals and timetables or if the School System is dissatisfied with the quality of services provided.
7. Contract Funding. It is understood and agreed between Provider and the School System that the School System's payment obligation under this Contract is contingent upon the availability of appropriated funds from the Board and the Department of Education Grant which payment for Contract purposes can be made.
8. Insurance. Provider agrees to maintain Commercial General Liability in amount of \$1,000,000 each occurrence with \$2,000,000 General Aggregate. Provider shall maintain \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount for all employees participating in the provision of services under this Contract. Provider also agrees to maintain \$1,000,000 in professional liability insurance if the Provider is engaged in a professional service pursuant to this Contract. The Board of Education shall be named by endorsement as an additional insured on the General and Automobile Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 10 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
9. Taxes. Provider shall pay all federal, state, and FICA taxes for all employees participating in the provision of services under this Contract. If requested by the School System, Provider shall provide a breakdown of all sales and use taxes paid on labor, materials, parts and/or supplies.
10. Monitoring and Auditing. Provider shall cooperate with the School System, or with any other person or agency as directed by the School System, in monitoring, auditing, or investigating activities related to this Contract. Provider shall permit the School System to evaluate all activities conducted under this contract as dictated by the School System. Provider shall provide auditors retained by the School System with access to any records and files related to the provision of services under this Contract. The School System agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Provider accessed during an audit conducted under this Contract.
11. Confidentiality of Student Information. Provider agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the School System under this contract shall be subject to the confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the School System's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Provider. Provider shall not forward to any person other than parent or the School System any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the School System. Upon termination of this Contract, Provider shall turn over to the School System all student records or personally identifiable information about students obtained by Provider while providing services under this Contract. Nothing in this Contract gives Provider any right to access any student

records or personally identifiable information.

12. Lunsford Act. Provider also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Provider shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents, subcontractors and independent contractors (“Contractual Personnel”) who will engage in any service on or delivery of goods to School System property or at a School System sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on the Sexual Offender Registry Check Certification Form (Exhibit B) that the registry checks were conducted on each of its Contractual Personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Provider shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on School System property. In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional Contractual Personnel are used to deliver goods or provide services pursuant to this Contract. Provider further agrees to conduct annual registry checks of all Contractual Personnel and provide annual certifications at each anniversary date of this Contract. Provider shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each Contractual Personnel, and agrees to provide such records and documents to the School System upon request. Provider specifically acknowledges that the School System retains the right to audit these records to ensure compliance with this section at any time in the School System’s sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.
13. Criminal Background Checks. Provider shall conduct criminal record and background checks on all Contractual Personnel who will perform services pursuant to this Contract on School System property or at School System events. The criminal background checks shall be conducted within 30 days of Provider’s execution of the Contract and prior to performing any services on School System property. Provider shall provide the results of said checks to School System within five (5) business days of receipt and shall not assign any Contractual Personnel to provide services under the Contract if said worker has been convicted of or pled nolo contendere to (1) any felony; (2) any crime, whether misdemeanor or felony, involving violence, illegal drugs, theft, child abuse, sexual harassment, sexual abuse, or personal impropriety of a sexual nature with regard to any other person; or (3) any other crime or conduct reasonably indicating that the Contractual Personnel poses a threat to the safety or well-being of School System’s students, personnel, or property. In addition, Provider shall obtain all authorizations necessary for School System to conduct additional criminal record and background checks at its sole expense at any time during the term of this Contract. If School System chooses to exercise this right, Provider shall, within five (5) business days of School System’s request, provide the full name, date of birth, and state of residency for the past ten years for all Contractual Personnel providing services under the Contract, along with any other information reasonably requested by School System for purposes

of performing criminal record and background checks. Without modifying or waiving any of Provider's obligations under this provision, School System reserves the right to prohibit any Contractual Personnel from providing services under this Contract if the School System determines, in its sole discretion, that said Contractual Personnel has not undergone a criminal record and background check in accordance with this provision or if the results of such criminal record and background check reasonably indicate that the said Contractual Personnel may pose a threat to the safety or well-being of students, school personnel, or others.

14. Indemnification. Provider shall indemnify and hold harmless the School System and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney's fees, incurred in connection with the defense of said matters. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. Should School System permit Provider to use any of RSS equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous, and Provider shall indemnify and hold harmless School System and its officers, directors, agents, and employees from and against any claim, loss, expense, or judgment for injury to person or property (including death) arising out of the use of any such equipment, tools, or facilities, whether or not such claim is based upon the condition or on the alleged negligence of School System in permitting its use.
15. Relationship of Parties. Provider shall be an independent contractor of the School System, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be construed as an employee, agent, or principal of the School System.
16. Compliance with Applicable Laws. Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
17. Provisions Required by Federal Law. Provider acknowledges that all or part of the funding for this Contract may be provided through grants received from various agencies or departments of the United States government. Pursuant to 2 C.F.R. Part 200, Subpart 2, the Parties agree to the following provisions as applicable:
 - Compliance with Clean Air Act and Federal Water Pollution Control Act. If the Contract is for an amount in excess of \$150,000, the Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
 - Compliance with Disbarment and Suspension Requirements. The Provider certifies that it is not listed in the System for Award Management (SAM), as a party debarred, suspended, or

otherwise excluded by agencies, or otherwise declared ineligible under statutory or regulatory authority.

- Compliance with Byrd Anti-Lobbying Amendment. If the Contract is for an amount in excess of \$100,000, the Provider agrees to provide the District with the certifications required by 31 U.S.C. § 1352.
 - Compliance with Solid Waste Disposal Act. In the event the Contract involves the purchase of more than \$10,000 in items designed by guidelines of the Environmental Protection Agency at 40 C.F.R. Part 247, the Parties agree to comply with the requirements of section 6002 of the Solid Waste Disposal Act. In particular, the Provider certifies that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by applicable specifications or other contractual requirements.
 - Compliance with Equal Employment Opportunity. The Provider shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, and for inquiring about, discussing or disclosing compensation. Moreover, these regulations require that covered contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
 - Compliance with Patent/Invention Rights. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Provider wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
18. Restricted Companies List. Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
19. Anti-Nepotism. Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Rowan-Salisbury Board of Education or of any principal or central office staff administrator employed by the School System. For purposes of this provision, “immediate family” means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless formally waived by the School System, the existence of a family relationship covered by this Contract is grounds for immediate termination by School System without further financial liability to Provider.
20. Applicable School Board of Education Policies. Provider acknowledges that the Rowan-Salisbury Board of Education has adopted policies governing conduct on School System property and

agrees to abide by any and all relevant Board policies while on School System property. The Provider acknowledges that Board's policies are available on the School System's website.

21. Assignment. Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the School System.
22. Contract Modifications. This contract may be amended only by written amendments duly executed by and between the School System and Provider.
23. North Carolina Law. North Carolina law will govern the interpretation and construction of the Contract.
24. Order of Precedence. The Parties do hereby agree that in the event of conflict between the terms and conditions of this Contract and the terms and conditions in an agreement entered into between the parties at the same time as or prior to this Contract, the terms and conditions of this Contract shall prevail.
25. Entire Agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
26. Attached Exhibits: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:
Exhibit A: [SCOPE OF WORK/PROPOSAL WITH SCOPE]
Exhibit B: Sexual Registry Check Certification Form
27. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
28. Counterparts and Execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
29. Authority to Enter Contract. The person(s) executing this Contract on behalf of Provider have authority to do so as an official, binding act of Provider.