410 Roy Drive ● Ashville, AL 35953 (205) 594-7131 (205) 594-4441 Fax

Justin D. Burns, Ed.D Superintendent Scott Suttle Board President

Request for Proposal (RFP)

Comprehensive Numeracy Intervention Program

Release Date: July 16, 2024

Proposal Due: No later than 2:30 p.m. Monday, July 22, 2024

410 Roy Drive, Ashville, AL 35953

Reference RFP #02-24

Submit questions by 10:00 a.m. Thursday, July 18, 2024

Objective

The St. Clair County Board of Education (hereinafter referred to as "The Customer) is seeking a Comprehensive Numeracy Intervention Program.

The term of the contract shall be for a period of two years from date of award, with an option to extend up to three additional one-year extensions with written agreement from all parties. The contract may be canceled with a thirty-day prior written notice.

Other information may be made available to interested persons by contacting:

Tiffney Bates Staff Accountant 410 Roy Drive Ashville, AL 35953 Phone: 205-594-2044

Email: Tiffney.bates@sccboe.org

Questions regarding the Proposal Process:

Kristi Gibson
Assistant Maintenance Director
175 College Street
Odenville, AL 35120
Phone: 205-629-2847

Email: Kristi.gibson@sccboe.org

Basis of Award

This RFP will be awarded to the most cost-effective provider (s) with the most beneficial practices described within the proposal. Services offered will be the primary factor, but not necessarily the sole factor in evaluating the RFP's. Cost of Services, experience and references will also be strongly considered prior to the award.

- 1. Submit at least 3 references from school systems using your services in the state of Alabama
- 2. Vendor shall have a minimum of three (3) years providing services of similar size, nature and complexity to that specified and experience doing business under the same firm name in which the bids are submitted.
- 3. Technical support, including telephone support, email support and online help

Award: The following criteria will be used in evaluating and awarding this bid:

- 1. 60% on requirements/specifications
- 2. 35% on bid pricing of services
- 3. 5% on references

Specifications of Services to be included:

Response Submission

Responses to this RFP must be submitted in sealed packages and delivered to 410 Roy Drive, Ashville, Alabama 35953 no later than **2:30 p.m. Monday, July 22, 2024.** It is the sole responsibility of the respondents to ensure that their responses arrive in a timely manner. St. Clair County Board of Education will reject all late arrivals. "RFP #02-24" should be clearly marked on the face of the envelope containing the proposal along with the opening date. Failure to comply with this may cause the RFP to be misdirected and therefore not to be considered. Responses must be for the entire project. No substitutions or partial RFP's will be allowed. Oral, telephone, faxed or telegraphic RFP's shall not be considered, nor will modifications of RFP's by such communication be considered. The completed RFP form shall be without erasures or alterations. Signatures on the proposals shall be in longhand and executed by an individual duly authorized by The Vendor to make a contract. RFPs made out in pencil will NOT be accepted.

Costs Associated with Preparation of the Vendor's Response

St. Clair County Board of Education will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

Interpretation and Changes

The intent of this RFP is to communicate the Customers requirements to any qualified and interested vendor. Our intention is to receive RFP's for the St. Clair County School System as previously stated in this RFP. If the customer makes changes or corrections to the RFP it will be via a written ADDENDUM. Interpretations, corrections, or changes to the RFP made in any

other manner will not be binding, and The Vendor shall not rely upon such interpretations, corrections, or changes. Addendums will be issued as expeditiously as possible via email. Provide all information within the proposal.

Future Services for St. Clair County Schools

The St. Clair County School Board may have additional, new locations that need to have services in the future. Any pricing quoted in this RFP must be valid for any additional schools added during the life of this contract. Multiple amendments to this contract must be allowed in the case of additional sites being added to our School System.

Omissions

If the RFP differs in any way from the specifications, the potential respondent must list the differences on the proposal form telling exactly where and how the services deviate from said specifications. If no exceptions are listed, it will be presumed the proposal meets the specifications in every respect; and if awarded the contract, performance on this basis will be required.

Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary. Pricing or documentation not included in this proposal will not be allowed after the award of this contract.

The St. Clair County School Board of Education is exempted from all sales and use taxes under the provisions of Title 40, Chapter 23, Section 4(15), Code of Alabama, 1975.

Proposals will be required to provide a fee schedule based on the type of services defined in the Scope of Services.

Right to Reject

The Customer reserves the right to accept or reject all proposals or sections thereof when the rejection is in the best interest of the St. Clair County Board of Education. The Customer reserves the right to award without further discussion. Therefore, responses should be submitted initially with the most favorable terms that The Vendor proposes. The Customer reserves the right to reject the proposal of a Vendor who has previously failed to perform properly or completed on time contracts of a similar nature; and to reject the proposal of any Vendor who in the opinion of the Customer is not in a position to adequately perform the contract.

The Customer reserves the right to reject any or all proposals; any part or parts of a proposal, waive any technicalities/informalities, increase or reduce quantities, make modifications or specifications, and award any or all of the contract in a manner that is in the best interest of St.

Clair County Board of Education. Contracts will be awarded to The Vendor submitting the proposal determined to be in the best interests of the St. Clair County School Board.

Scope of Services

- 1. St. Clair County Schools is requesting proposals from qualified vendors ("Vendor", "Proposer") to provide a comprehensive, research-based math intervention program for students in grades 6-12. The vendor receiving the award should be able to partner with St. Clair Schools in moving the needle in math/numeracy proficiency (the expectation is that participating students increase math proficiency by more than 1 year). The program should be a blended learning model/approach that is aligned to the Alabama mathematics standards, utilizing evidence-based best practices in mathematics instruction. Rich, high quality professional development is a must for teachers.
- **2. Plan of Support:** St. Clair County Schools deeply values the instructional staff that ensure all students grow through high quality teaching and learning. In a continued effort to support the learning of these educators, qualified vendors are asked to include a plan to support the learning and implementation of best practices in the area of numeracy using said program.
- **3. Omissions:** The specifications contained herein describe the minimum requirements of St. Clair County Schools and any omission shall not relieve the vendor of furnishing quality solutions in a timely manner. Any variances or exceptions to these specifications must be clearly identified, otherwise full compliance is understood.
- **4. Services Timeline:** Project shall be delivered within (60) days of order placement. Vendors shall specify projected timelines involved for each phase of the project including delivery and training.
- **5. Specifications** Requirement Vendor must comply with the specifications as provided in the St. Clair County Schools Request for Proposal Specifications as listed below. All Proposals should include materials to support students and teachers as well as training or professional development and shipping per criteria proposed.

St. Clair County School Request for Proposal - Comprehensive Numeracy Supplements (6-12)			
Minimum Requirements- Initial in agreement if your company provides the following:			
Alignment to the Alabama Mathematics StandardsInitial			
Authentic age appropriate texts used to anchor the instruction and provide for positive engaging experiences and will accelerate achievement and growth mindsetInitial			
Blended program that incorporates print material, adaptive digital instruction (software), differentiated teacher-facilitated instruction, and independent studiesInitial			
Teaching supports for each day of learning that guide teachers/tutors in working with striving students to strengthen comprehension and enable skills necessary for learning each content standardInitial			
Individualized learning experiences provided for each student via teacher expertise and data analytics within the softwareInitial			
The software should be able to analyze student interactions and make adjustments to both content and pacing based on the data allowing students to take control of their own learning by tracking their progress, witnessing their growth, and setting goals for next stepsInitial			
Components of the program should include instruction in instructional objectives and content standardsInitial			
Progress monitoring/assessments should be readily available to measure all aspects of student growth in the program. These checkpoints drive teacher instructional decisions; as well as, provide individualization of student software-based learningInitial			
Progress monitoring reports must show individual student performance including mathematics objectives growth, usage data of both software and independent studies, and predictive and/or expected growth targetsInitial			
Digital support available for teachers to assist in lesson planning and designing instruction that matches the needs of individual classroomsInitial			
High quality, consistent professional development and implementation support for teachers that is planned and calendared for the entire school year (combination of in person and online). Initial			

Include all necessary documentation with your proposal and any other information that will be helpful when evaluating proposals.

OTHER RESPONSIBILITIES & PROVISIONS

- A. <u>Entire Agreement</u>. This Agreement constitutes the entire contract between the agency and school regarding the services covered under this Agreement and will supersede any prior agreements between the parties for the same services. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.
- B. <u>Assignment.</u> Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may, without the consent of the other, assign the Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Agreement. The rights and obligations of this Agreement shall bind and benefit any successors or assigns of the parties.
- C. <u>Waiver</u>. The waiver by either party of a breach or violation of any provision of this Agreement will not be deemed a waiver of any subsequent breach of the same or a different provision.
- D. <u>Invalid Provision</u>. In the event that a provision of this Agreement is held to be invalid, the remainder of this Agreement will remain in full force and effect.
- E. Confidential Information. Each party agrees to use its best efforts to prevent and protect the other party's Confidential Information, as hereinafter defined, from disclosure to any person other than its employees or agents having a need for disclosure in connection with the provision of services under this Agreement. Confidential Information includes, but is not limited to, costs, profit and margin information, financial information, and client lists, regardless of whether such information is designated as Confidential Information at the time of its disclosure. Confidential Information shall not be deemed proprietary and the receiving party shall have no obligation with respect to such information where the information: (a) was known to the recipient prior to receiving the Confidential Information from the other party; (b) has become publicly known through no wrongful act of the recipient; (c) was received by the recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information; (d) was independently developed by the recipient without use of the Confidential Information; or (e) was ordered to be publicly released by the requirement of a government agency. Each party agrees that all Confidential Information shall remain the property of the disclosure. Nothing contained herein shall be construed as granting or implying any transfer of rights to the recipient in the Confidential Information. This clause shall survive termination of the Agreement.

Notwithstanding the provision immediately above, agency acknowledges that the BOARD is a governmental entity that may be obligated to disclose information to third parties pursuant to the public records laws of the State of Alabama. Therefore, notwithstanding any provision in this Section or Agreement to the contrary, to the extent that the BOARD determines, in the exercise of its reasonable discretion, that the disclosure of Confidential Information is required by state law, it does not commit to keep confidential all Information that agency may designate or consider to be Confidential. However, if agency designates information as "Confidential," before making any disclosure of that information to a third party who requests its disclosure, the BOARD will notify the party requesting disclosure of desire to protect the confidentiality of the that Information, and promptly notify agency so that it, at its expense, will be afforded an opportunity to oppose the disclosure.

- F. Immigration Law Compliance. Agency represents and warrants that (a) it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien," as defined by the *Beason-Hammon Alabama Taxpayer and Citizen Protection Act*, Act No. 2011-535 (H. B. 56), as amended from time to time (the "Act") and (b) during the performance of this Agreement, it shall participate in the E-Verify program as required under the terms of the Act; it will comply with all applicable provisions of the Act with respect to its contractors by entering into an agreement (with or by obtaining an affidavit from such contractors) providing that such contractors are in compliance with the Act with respect to their participation in the E-verify program; it shall not hire, retain or contract with any contractor that it knows is not in compliance with the Act; and if it is found to be in violation of this provision, Agency shall be deemed in breach of this Agreement and shall be responsible for all damages resulting therefrom.
- G. <u>Quantities</u>: The price offered per item must be allowed the entire term of the contract. St. Clair County Board will decide what is purchased depending on pricing and schedule for training.
- H. Section 200: This project is partially funded by the US Department of Education and the procurement methods indicated in 2 CRF 200, section 320 "Methods of Procurement to be followed: must be adhered to. Prospective bidders should review and understand the code of federal regulations (CRF) and ensure their bid adheres to applicable requirements.
- I. <u>Evaluation:</u> Award will be made to the responsible vendor whose proposal is determined to be most advantageous to the board.

- J. <u>Compliance with Bonding:</u> Under the Alabama Bid Law it is at the owner's discretion whether or not to ask for a bid bond. Therefore, vendors are not required to submit bonding with their proposal.
- K. <u>Continuance of Contract:</u> The continuation of this contract is contingent upon the appropriation of funds from the appropriate government funding sources. If sufficient monies are not provided to allow continuation of this contract; the contract shall terminate on the date when funds are no longer available.
- L. <u>Additional Purchases:</u> The St. Clair County Board of Education reserves the right to purchase this service for additional, yet unidentified schools, under the same unit pricing and specifications as outlined in this bid.
- M. <u>Pricing:</u> Prices shall be firm for the term of the contract. Prices as stated must be complete for the services offered and shall include all associated costs. Do not include sales tax. Your firm is to indicate a cost for each service listed and any other charges that are required.

Pricing to include cost of licenses, materials, training, annual subscriptions, etc. Detailed information must be provided stating what is included for each category/service.

N. <u>Billing:</u> Payment/Procedure Terms – Net 30

Visa Purchasing Card Synopsis

- Accounts Payable receives invoice from vendor
- Invoices are entered into the card program daily
- The vendor is emailed notification of payment
- Vendor logs onto secure website to obtain a one-time use card number good only for the amount of the invoice (s).
- By submitting a proposal, the vendor/contractor is agreeing to accept payment for invoices via a VISA purchasing card. Successful vendor will receive complete information, once the RFP is awarded. Any problems with collection of payment should be addressed to the Staff Accountant at 205-594-2044.

Having carefully examined the RFP documents prepared by St. Clair County Board of Education entitled Comprehensive Numeracy Supports, and together with such addenda, if any, as listed hereafter, the undersigned hereby proposes and agrees to provide all components as specified in the attached Proposal Schedule, these sheets being a part of the Proposal, for the total price shown. It is agreed that the undersigned has complied with all requirements concerning Vendor Qualifications, licensing, and with all other local, state, federal laws, and that no legal requirement has been violated in making or accepting this proposal in awarding a contract to him or in the delivery of products. In submitting this proposal, it is understood that the right is reserved by the Customer to reject any or all proposals and waive all technicalities/informalities in connection therewith.

The undersigned declares that the person or persons signing the Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the conditions and provisions thereof.

Signature:	 	
Title:	 	
Email:		
Date:		

Authorized Signature

CERTIFICATION OF COMPLIANCE WITH SPECIFICATIONS

The Undersigned person declares that he or she is legally authorized to bind the firm hereby represented, and that the firm being represented is authorized to do business in the State of Alabama, and hereby certifies that he or she has examined and fully comprehends the requirements of and specifications for the St. Clair County Board of Education. We propose to furnish said items or services quoted and guarantee that, if the order is placed with us, we shall furnish said items in accordance with your specifications and requirements unless otherwise indicated. COMPANY NAME:					
ADDRESS:					
PHONE: EMAIL ADDRESS:					
DEVIATION FORM In the event that the undersigned bidder intends to deviate from the specifications, the bidder must fully document and list each deviation in complete detail including reasons for the deviation. General statements may not be acceptable. If no deviations are submitted, the bidder assures the buyer of full compliance with the specifications and conditions, and assures the buyer that samples accompanying bid meet all specifications. ANY DEVIATION FROM PUBLISHED SPECIFICATIONS MUST BE IDENTIFIED ON THIS DEVIATION FORM. FAILURE TO ABIDE BY THIS REQUEST MAY RESULT IN A BIDDER BEING DISQUALIFIED.					

Title

Name of Signer (Print Name)

CERTIFICATION OF ELIGIBILITY

The prospective bidder certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Organization Name Street Address City, State, Zip Name and Title of Authorized Representative Signature Date CERTIFICATE OF NON-COLLUSION THE BIDDER CERTIFIES THE FOLLOWING TO BE TRUE: This RFP is the result of independent consideration and no other bidder or competitor has been involved. The contents of this RFP have not been disclosed, nor will such occur knowingly, prior to the bid opening, to another bidder, potential bidder or competitor. There has not been nor will there be any attempt to induce other persons, corporations or partnerships to be involved in or to refrain from involvement in the bid process. The signer certifies that the aforementioned statements are accurate to the best of his/her knowledge and the penalties may be implemented to the bidder and/or the signer of violations occur. Organization Submitting Proposal Date

Authorized Signature

QUOTE PAGESt. Clair County Board of Education

	Cost Per Student/Teac	eher Quantity	Extended Cost
Student Materials Include all workbooks, training materia	als \$	380 students	\$
Software License Provide cost per student, annual cost	\$	380 students	\$
Teacher Materials Include all workbooks, teacher editions training materials, manipulatives	s, \$	7 teachers	\$
Professional Development (onsite) Include all travel, training, etc.	\$0	laily rate days	\$
Professional Development (virtual) Minimum 1 hour	\$	per session sessions	\$
	Total Extended Cos	et of All Services:	\$
NAME OF COMPANY:			
ADDRESS:			
PHONE:	FAX:		
LOCAL CONTACT PERSON:			
PHONE:	FAX:		
EMAIL ADDRESS:			
PRINTED NAME AND TITLE OF CO	OMPANY OFFICIAL		<u> </u>
SIGNATURE OF COMPANY OFFIC	IAL	DATE	_