

Request for Proposal

Independent Evaluation of East Educational Partnership Organization (EPO) Persistently Struggling Schools Grant Implementation



East Upper & Lower Schools
1801 E. Main Street
Rochester, NY 14609

Issue Date: Monday, January 18, 2016
Due Date: Monday, February 8, 2016

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PURPOSE

The East Educational Partnership Organization (EPO) is seeking proposals from independent program evaluators to evaluate the program implementation of the \$7.6M Persistently Struggling Schools Grant it was recently awarded by New York State for the period **September 1, 2015 to March 31, 2017**.

The Persistently Struggling Schools Grant requires the use of an independent evaluator to assess program implementation of the Receivership plan and monitor progress towards a set of metrics that indicate “Demonstrable Improvement,” with 5% of the grant budget to be devoted to this evaluation.

PROPOSAL INFORMATION

Proposal Due Date: Proposals must be received via email or hard copy no later than 4:00 p.m. (Eastern Standard Time), **on February 8, 2016**.

Please email your complete proposal as an email attachment (in pdf format), using the subject title of “Proposal for the Evaluation of the East EPO Persistently Struggling Schools Grant” to:

Anne Sisk (asisk@warner.rochester.edu)

If you prefer to send a hard copy, please send to:
Anne Sisk
University of Rochester Warner School of Education
500 Joseph C. Wilson Blvd.
P.O. Box 270425
Rochester, NY 14627-0425

COMMUNICATIONS/CORRESPONDENCE

All communications and correspondence relative to this Proposal should be sent by email to:

Anne Sisk (asisk@warner.rochester.edu)

VENDOR QUESTIONS

To assist any and all vendors in obtaining clarity of scope and a clear understanding of the requirements of this RFP, vendors may present clarifying questions via email to Anne Sisk (asisk@warner.rochester.edu). Questions will be addressed either via email or via phone up to *Tuesday January 26*.

TIME FRAME

The following timeline is subject to change by the East EPO:

Event	Date	Time
Issue RFP	Monday, January 18, 2016	
Questions Submission & Responses	Before Tuesday, January 26, 2016	

Proposal Deadline	Monday, February 8, 2016	Prior to 4:00 p.m. (EST)
Vendor Finalist Interviews	February 11-16, 2016	TBA
East EPO Approval	By the end of February 2016	
Project Begin Date	March 1, 2016	

ORGANIZATION PROFILE

East High School, a secondary school within the Rochester City School District (RCSD) serving about 1,400 students in grades 6-12, is currently operated in partnership with the University of Rochester under an “Educational Partnership Organization” (EPO) agreement.

A recent legislation in New York State (Education Law § 211-E) offers poorly performing schools such as East the option to have the state appoint a qualified organization (such as a university) to operate the school as its “Educational Partnership Organization” (EPO) under an approved plan for initiating comprehensive reform efforts. The EPO essentially assumes the powers of a school district superintendent, and as such is given significant freedom to undertake transformations within the school, while the school remains a part of the public school system.

As the result of a decade of poor student achievement at East High School, in 2014 the New York State Education Department gave RCSD the option of either closing the school, operating it as a charter school, or finding another organization to run it. After a year-long process the University of Rochester, under the leadership of Warner professor Stephen Uebbing, was appointed as East EPO for a five-year period starting on July 1, 2015.

The EPO plan for East was developed over almost a year and involved gathering extensive community input and reviewing research and best practices in the field. The plan involves several major structural, personnel and curricular changes in the school, including:

- An extended school day.
- New personnel contracts expecting teachers to participate in mandatory professional development and common planning periods during the school day.
- Intensive professional development for staff, during summer as well as within the school day.
- Newly hired staff (of which only about 40% was previously employed at East).
- Addition of 6th grade, and creation of two schools – East Lower School (6th-8th) and East Upper School (9th-12th).
- Alternative programs (some off-site) for repeating 9th graders.
- Double periods for literacy and math in grades 6-9.
- New support structures for struggling students embedded in their school day.
- Adoption of research-based curricula for STEM and most other subjects.
- Creation of new Career Technical Education (CTE) programs qualifying students for middle-skills jobs right after graduation.

- Assignment of students to a “family group” of about 10, each with an adult mentor, to support decision making, career planning, and academic engagement.
- School-wide adoption of “restorative practices” to deal with discipline and other difficult issues.
- Enhanced on-site school-based clinic (run by the UR School of Nursing) to serve health care needs of the students and their families.
- Moving towards a Community School model.

Additional information can be found on the East EPO website at:

<https://www.warner.rochester.edu/researchprojects/projects/EastHigh>, including a copy of the complete EPO application (and full scope of service) on the right-hand side under **Full Proposal** (December 9, 2014).

As such, the East EPO is a partnership between the University of Rochester (UR) and the Rochester City School District (RCSD).

Founded in 1850, the University of Rochester is one of the country’s top-tier research universities. The UR is a private, nonsectarian, coeducational institution of higher education, research and health care located in Rochester, New York. The university is a vibrant center for discovery and innovation, with researchers engaged in cutting-edge work across the humanities, engineering, medicine, and social and natural sciences. The University is composed of six schools including: the College of Arts, Sciences, and Engineering, the William E. Simon Graduate School of Business Administration, the Eastman School of Music, the School of Medicine and Dentistry, the School of Nursing, and the Warner Graduate School of Education.

The RCSD serves approximately 30,845 students in Pre-Kindergarten through Grade 12. It operates approximately 38 Elementary Schools, 16 Secondary Schools, one Montessori School, and several alternative education programs and employs approximately 6,100 full-time employees. The District budget for 2015-16 is approximately \$801,819,000. Additional information about the Rochester City School District can be found on its website at: www.rcsdk12.org.

DESIRED OUTCOMES

The Independent Evaluator will assess the implementation of the East EPO plan during the Receivership Grant period through a mixed methods approach that will be finalized once the Evaluator selection is made. The program evaluation will be comprised of both formative and summative components, including both an outcome-based strand focusing on monitoring student progress and the effects of key interventions, based on a set of criteria established by the East EPO, and a process-focused strand focusing on monitoring the execution of the aspects of the EPO plan most relevant to the Receivership Grant and keeping the redesign work on track.

More specifically:

- The evaluation proposal should include both an outcome and process-based evaluation plan. The independent evaluator will assess the implementation and outcomes of the East EPO plan during the Receivership Grant period through a mixed methods approach that will be finalized once the evaluator selection is made. The program evaluation will be comprised of:
 - an ongoing formative evaluation throughout the life of the contract, reporting on the extent to which identified services are being implemented with fidelity, student progress is being achieved, and identified performance expectations are being met;

- a final summative evaluation report due April 2017;
 - an outcome-based evaluation focusing on monitoring student progress, including attendance, discipline and academic achievement; in addition, particular attention should be given to the extent to which the Diagnostic Tool for School and District Effectiveness (DTSDE) performance expectations are being met (see the website link above for a full copy of the East High EPO proposal, including DTSDE performance expectations), and the effects of key interventions, based on a set of criteria established by the East EPO;
 - a process-focused evaluation focusing on monitoring the execution of the aspects of the EPO plan most relevant to the Receivership Grant, with the goal of providing ongoing information that can help improve the implementation and keep the work on track.
- Once the evaluator has been identified, the process will begin with an initial visit with the School Receiver and the East EPO Steering Committee to review the school’s EPO Plan, Receivership Plan, identified metrics, and proposed evaluation plan. It is expected that the independent evaluator will conduct frequent site visits, consisting of, but not limited to, walk-throughs, observations, focus groups, interviews, and document review, as well as participate in the bi-weekly meetings of the EPO Oversight Board when requested. The evaluator will have ongoing access to current school data, including attendance, discipline, and academic achievement scores. Quarterly reporting, aligned with New York State Education Department requirements, will begin in April with an interim final report submitted on June 29, 2016 (for the first grant period). Timelines will be formalized once an Evaluator is determined.
 - The independent evaluator will provide monthly progress updates to the School Receiver and the EPO Oversight Board/ Steering Committee regarding school progress towards implementation and improvement on identified areas of key interest. Artifacts from the independent evaluator will be included in the Quarterly Report and contribute to the Executive Summary and the Metrics/Indicators section (e.g., observation notes, focus group results, checklists, EPO Oversight Board meeting minutes, etc.).

PROPOSAL RESPONSE FORMAT

It is imperative that all Proposals follow the same format. Respondents must adhere to the structure outline shown below and use the following ten (10) headings in the pdf document articulating their Proposal:

1. Cover Page/Corporate Summary:

- Name of Company:
- Contact Name & Title:
- Street Address:
- City, State, Zip:
- Telephone:
- Email:
- Fax:
- Federal Tax Id #:
- Company URL, if available:

2. Vendor Resources and Experience:

Provide information about the qualifications to be considered as an Independent Evaluator of educational program implementation.

This should include at a minimum:

1. Background/History of your company.
2. Evidence of successful educational program evaluation in the last 5 years.
3. At least three (3) references for engagements with clients of equal or greater size, with special attention to urban schools. Include contact information for all references.
4. Identification of the members of the team that will be involved in the proposed evaluation, and their key qualifications (with resumes of key staff included in an Appendix).
5. Information about liability insurance.

3. Detailed Scope of Services:

In this section, respondents should provide a detailed plan for the proposed program evaluation that will result in the desired outcomes (as articulated earlier on pp. 5-6), as a description of the proposed scope of services.

This plan should include:

1. A plan for progress monitoring for each of the most significant innovations included in the EPO plan (as identified on pp. 4-5), that includes:
 - a. A timeline and detailed plan for progress monitoring and reporting for specific innovations, as well as:
 - i. a communication plan to determine how the independent evaluator will assess program implementation; and
 - ii. how results will be shared with the school and EPO staff;
2. A plan for the outcome evaluation (to include both student outcomes and the outcomes measured by the Diagnostic Tool for School and District Effectiveness [DTSDE] (as articulated on pp. 63-80 of the EPO Plan), including a timeline, procedure and reporting deliverables; and
3. An articulation of the process by which the independent evaluator will participate in Quarterly Report Monitoring, aligned with NYSED requirements (see NYSED link: <http://www.p12.nysed.gov/oisr/Receivership.html>).
4. Information about the role to be played by specific individuals in the Evaluation Team.

4. Cost Estimate:

- a) Proposal should include cost estimates for work to be completed from March 1, 2016 through June 31, 2016, and from July 1, 2016 to March 31, 2017, based on the specific evaluation plan articulated in section #3 (Detailed Scope of Services).
- b) Include a signed copy of Appendix A (Non-Collusive Bidding Certification).
- c) Include costs for any options/recommendations that you propose the East EPO to consider.

d) Include a copy of your current M/WBE Certification (if available and relevant), or other information about the involvement of women and minorities in your company and the proposed project evaluation team.

5. Sample of Respondent’s Contract.

6. Describe any recommendations or suggestions above and beyond the requirements listed in this request. Include any additional costs related to these suggestions.

7. In this section, please comment on the following non-discrimination clause:

Any determination in a final order of the Commissioner of the New York State Division of Human Rights, other State or Federal agency, or dispositive decision, or order of a court of law that the bidder engaged in discriminatory or unlawful conduct under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 1981, 1983, 1985 and 1988, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Equal Pay Act, the New York Human Rights Law, Civil Service Law, Social Services Law or any other State or Federal statute or regulation intended to protect the civil rights of individuals.

8. In this section, please comment on the following non-discrimination clause:

Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Minority or Woman-Owned Business Enterprise (M/WBE), or any denial, decertification, revocation or forfeiture of M/WBE status by New York State.

9. Attach a copy of the Equal Employment Opportunity Employer Information Report EEO-1. The following is a link to the instructions and form:

http://www.eeoc.gov/employers/eeo1survey/upload/instructions_form.pdf

SELECTION PROCESS

All applications will be reviewed first by a subgroup of the East EPO Evaluation Team to identify viable proposals, and to follow up as needed on references.

All viable proposals will be reviewed by the entire East EPO Evaluation Team, which will then identify a group of finalists to be interviewed (either in person or via Skype).

The vendor selection will be evaluated on the following criteria:

Budget/Financial evaluation	20%
Product Match With Desired Outcomes	40%
Quality of Contracted Consultants	30%
M/WBE Outreach Program	10%

After the finalist interviews have been completed, the East EPO Evaluation Team will make a decision based upon the best value, service, capabilities and experience that each supplier offers.

CONDITIONS OF RFP AND CONTRACTUAL INTENT

1. The issuance of the RFP constitutes only an invitation to submit a response to the East EPO. It is not to be construed as an official and customary invitation to bid, but as a means by which the East EPO can facilitate the acquisition of information related to the purchase of services.
2. The East EPO reserves the right to determine, in its sole and absolute discretion, whether any aspect of the submission satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Respondent(s), the right to negotiate with any Respondent(s) whether or not they submitted a response, the right to reject any or all submissions with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.
3. The RFP does not commit the East EPO either to award a contract or to pay for any costs incurred in the preparation of a submission. Submitting a response shall neither obligate the East EPO nor entitle the Respondent to enter into a contract with the East EPO.
4. It is understood that any submission received and evaluated by the East EPO can be used as a basis for direct negotiation of the cost and terms of a contract between the East EPO and the particular Respondent. In submitting a response, it is understood by the Respondent that the East EPO reserves the right to accept any submission, to reject any and all submissions and to waive any irregularities or informalities that the East EPO deems is in its best interest.
5. In the event that this RFP is withdrawn by the East EPO for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the East EPO shall have no liability to Respondent for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each submission should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The East EPO reserves the right to request additional data, oral discussion, or a presentation in support of the written submission.
6. The East EPO is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response. It is the intention of the East EPO to enter into a contract with the Respondent with which the EPO can make the most satisfactory arrangements for its needs.

STATE FINANCE LAW §165-a

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy section. By submission of this Proposal, the agency identified herein, and each person signing on behalf of the agency certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf, that this agency is not on the list created pursuant to paragraph (b) of subdivision 3 Section 165-a of the state finance law.

OWNERSHIP OF SUBMISSIONS

Upon submission, all responses become the property of the East EPO. The East EPO reserves the right to use the information and any ideas presented in any submission in response to the RFP, whether or not the submission is accepted.

CONTRACT NEGOTIATIONS

The Respondent agrees that the East EPO may use any part of the submission as the basis for negotiating the contract.

REJECTION OF SUBMISSION

The East EPO, in its sole discretion, may reject any submission based on the format and submission requirements, or based on any other requirement in this document. The East EPO's right in rejecting or retaining any and all submission is broad and it is at the sole discretion of the East EPO.

CANCELLATION OR AMENDMENT OF RFP

The East EPO reserves the right to cancel or amend this RFP at any time and will notify all known RFP recipients accordingly.

RESPONDENT'S COSTS

The East EPO shall not be responsible for any costs incurred by Respondent in connection with this RFP. Respondent shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

AWARD

This Proposal will be awarded to the one firm that best serves the East EPO needs.

CONTRACT TERM

Services cannot be provided and expenses cannot be incurred until an Agreement has been fully executed.

The contract resulting from this RFP shall begin March 1, 2016 and end March 31, 2017. Extension options shall be exercised at the sole option and discretion of the East EPO and will need to be consistent with the conditions of the Receivership Grant. Continuance of any contract shall be dependent upon the contractor's ability to provide satisfactory service as set forth in this RFP.

PAYMENT TERMS

No pre-payment will be made prior to services being provided.

ePayables – The Rochester City School District is now processing vendor payments through an ePayables Program with VISA. The ePayables Program is a more simplified, efficient and cost effective method of remitting payments for approved expenditures. This payment program provides a faster payment to the vendor without the cost of check processing. The ePayables process is the preferred method of payment and the District reserves the right to make usage of the ePayables process a requirement.

Vendors may choose either ePayables or payment by check for reimbursement. Reimbursement using ePayables is Net 25 and by check is Net 45. Late fees and interest penalties will not be allowed.

Vendors will bill the RCSD (acting on behalf of the East EPO for payment purposes) and receive payment by check for reimbursement. Late fees and interest penalties will not be allowed.

GENERAL LIABILITY INSURANCE

The Consultant shall provide proof of General Liability Insurance, acceptable to the East EPO, duly subscribed an insurance carrier, naming the East EPO as an additional insured. The coverage required for General Liability Insurance is:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

The insurance company must be licensed by the State of New York and have a rating of B+ or better as listed in the most recent “Best Key Rating Guide.” Such certificate shall provide for thirty (30) calendar days written notice of any changes or cancellation of required coverage. Failure to furnish acceptable insurance may result in rejection of the Proposal.

If the Consultant elects not to obtain General Liability Insurance under an Agreement, the Consultant must complete and submit for approval to the Office of General Counsel, a “Waiver of General Liability Insurance” Form. The Waiver of general liability insurance does not release the Consultant from responsibility for any claim or demand.

PROFESSIONAL LIABILITY INSURANCE

Consultant shall procure at its own expense professional liability insurance for services to be performed insuring the Consultant against malpractice or errors and omissions of the Consultant, in the amount of \$1,000,000.00 (One Million Dollars). The Consultant shall provide the East EPO with a Certificate of Insurance from an authorized representative of a financially responsible insurance company evidencing that such an insurance policy is in force. The certificate shall contain a thirty (30) day cancellation clause which shall provide that the East EPO be notified not less than thirty (30) days prior to the cancellation, assignment or change of the insurance policy. The Consultant shall also give at least thirty (30) days’ notice of such cancellation, amendment or change, any of any lapse of insurance coverage under the Agreement.

WORKERS’ COMPENSATION

Consultant shall secure compensation for the benefit of, and keep insured during the life of an Agreement, any and all employees as are required to be insured under the provisions of the Workers’ Compensation Law of the State of New York or the State of Consultant’s residence, whichever my apply. Consultant shall provide proof acceptable to the East EPO, duly subscribed by an insurance carrier that such Workers’ Compensation coverage has been secured or provide a Certificate of Attestation, Form CE-200, from the New York State Workers’ Compensation Board.

(http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/reuquestExtemptionOverview.jsp)

FINGERPRINTING

Pursuant to the New York State Department of Education (NYSED), Consultant and/or employees/subcontractors providing services under an Agreement, who will have direct student contact, for five (5) days or more, shall obtain fingerprinting clearance. Consultant must submit a list of all employees/subcontractors who will be providing services under an agreement, and proof to the East EPO of such fingerprinting clearance, prior to commencement of services. Consultant shall not permit any individual East EPO Request for Proposal – Independent Evaluation of Persistently Struggling Schools Grant Implementation

who has not satisfied these requirements to provide any services under an Agreement. The East EPO may, in its sole discretion, terminate an Agreement, where a Consultant has failed to meet the requirements of this paragraph. Consultant shall make no demand for, nor be entitled to receive, any additional compensation of any kind for any and all fees and costs for fingerprinting clearance procedures. Consultant shall immediately notify the East EPO in a manner consistent with an Agreement if any individual subject to fingerprinting clearance has been arrested and/or charged with a felony or misdemeanor in any jurisdiction.

NEW YORK STATE RETIREE

All contracts with anyone who is a NYS employee or a retiree in the NYS Retirement System, who joined prior to May 31, 1973, must obtain NYS approval of the contract. This approval may take up to four (4) weeks to receive approval and is the vendor's responsibility to provide the draft contract to the state. The response, received back from the state, must be provided to the East EPO to continue to process the contract request.

APPENDIX A
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each responder and each person signing on behalf of any responder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other responder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the responder and will not knowingly be disclosed by the responder prior to opening, directly or indirectly, to any other responder or to any competitor; and
- (3) No attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the responder cannot make the foregoing certification, the responder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a responder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this certification.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate responder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law and where such bid contains the certification referred to in paragraph one, shall be deemed to have been authorized by the board of directors of the responder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.