

STATE OF CONNECTICUT PROCUREMENT NOTICE

Request for Proposals (RFP)

High-Dosage Tutoring (HDT) School Technical
Assistance Provider

Issued By:

Connecticut State Department of Education

June 21, 2023

The Request For Proposal is available in electronic format on
Connecticut State Department of Education's website at
<https://portal.ct.gov/sde/covid19/acceleratect/high-dosage-tutoring>

or from the Agency's Official Contact:

Name: John Scianimanico
Address: 450 Columbus Blvd., Hartford, CT 06103
E-Mail: john.scianimanico@ct.gov

RESPONSES MUST BE RECEIVED NO LATER THAN

Friday, August 4th, 2023

At 5:00PM EST

Equal Opportunity Statement

The Connecticut State Department of Education is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Connecticut Department of Education does not discriminate in any employment practice, education program, or educational activity on the basis of race; color; religious creed; age; sex; pregnancy; sexual orientation; workplace hazards to reproductive systems, gender identity or expression; marital status; national origin; ancestry; retaliation for previously opposed discrimination or coercion, intellectual disability; genetic information; learning disability; physical disability (including, but not limited to, blindness); mental disability (past/present history thereof); military or veteran status; victims of domestic violence; or criminal record in state employment, unless there is a bona fide occupational qualification excluding persons in any of the aforementioned protected classes. Inquiries regarding the Connecticut State Department of Education's nondiscrimination policies should be directed to:

Louis Todisco
Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103

The State Department of Education reserves the right to reject any and all submissions or cancel this procurement at any time if deemed in the best interest of the State of Connecticut (State).

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I. GENERAL INFORMATION

■ A. INTRODUCTION

- 1. RFP Name and Number.** High-Dosage Tutoring School Technical Assistance Provider #844
- 2. RFP Summary.** The Connecticut State Department of Education (CSDE) is seeking a provider/vendor to support the implementation of the state's High-Dosage Tutoring (HDT) program, a federally-funded program that aims to improve achievement amongst students in Grades 6-9 in Mathematics. The provider/vendor will co-facilitate a Community of Practice with the CSDE for select local education agencies (LEAs) and schools as well as provide direct technical assistance and coaching to schools as they navigate building a new program to accelerate learning.
- 4. Commodity Codes.** The services that the Agency wishes to procure through this RFP are as follows:

86000000: Education and Training Services

■ B. INSTRUCTIONS

- 1. Official Contact.** The Agency has designated the individual below as the Official Contact for purposes of this RFP. The Official Contact is the **only authorized contact** for this procurement and, as such, handles all related communications on behalf of the Agency. Proposers, prospective proposers, and other interested parties are advised that any communication with any other Agency employee(s) (including appointed officials) or personnel under contract to the Agency about this RFP is strictly prohibited. Proposers or prospective proposers who violate this instruction may risk disqualification from further consideration.

Name: John Scianimanico, Director of Special Projects
Address: 450 Columbus Blvd. Hartford, CT 06103
E-Mail: john.scianimanico@ct.gov

Please ensure that e-mail screening software (if used) recognizes and accepts e-mails from the Official Contact.

- 2. Registering with State Contracting Portal.** Respondents must register with the State contracting portal at <https://portal.ct.gov/DAS/CTSource/Registration> if not already registered. Respondents shall submit the following information pertaining to this application to this portal (on their supplier profile), which will be checked by the Agency contact.
 - Secretary of State recognition – Click on appropriate response
 - Non-profit status, if applicable
 - Notification to Bidders, Parts I-V
 - Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>
- 3. RFP Information.** The RFP, amendments to the RFP, and other information associated with this procurement are available in electronic format from the Official Contact or from the Internet at the following locations:

- Agency's RFP Web Page: <https://portal.ct.gov/sde/covid19/acceleratect/high-dosage-tutoring>

4. Procurement Schedule. See below. Dates after the due date for proposals ("Proposals Due") are non-binding target dates only (*). The Agency may amend the schedule as needed. Any change to non-target dates will be made by means of an amendment to this RFP and will be posted on the State Contracting Portal and, if available, the Agency's RFP Web Page.

- RFP Released: Wednesday, June 21st
- RFP Conference: Not Applicable
- Letter of Intent Due: Not Applicable
- Deadline for Questions: Ongoing
- Answers Released: Answers released on a rolling basis
- Proposals Due: Friday, August 4th at 5:00PM

5. Contract Awards. The award of any contract pursuant to this RFP is dependent upon the availability of funding to the Agency. The Agency anticipates the following:

- Total Funding Available: \$250,000
- Number of Awards: One
- Contract Term: October 2023 - August 2024
- Funding Source: ARP ESSER

6. Eligibility. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal requirements; and (3) be complete. Proposals that fail to follow instructions or satisfy the minimum submission requirements (Section IV) may be deemed ineligible for further review. CSDE reserves the right to accept or reject any proposal that deviates significantly from the requirements of this RFP.

7. Minimum Qualifications of Proposers. To qualify for a contract award, a Vendor must have the following minimum qualifications:

1. The Vendor must have at least five (5) years of successful experience providing project management, facilitation, and coaching for State Education Agencies (SEAs) and LEAs, preferably in Connecticut.
2. The Vendor must have at least three (3) years of experience either directly implementing or advising on the implementation of research-backed HDT programs in Grades 6-9 mathematics content areas.

8. Letter of Intent. A Letter of Intent (LOI) is not required by this RFP.

9. Inquiry Procedures. All questions regarding this RFP or the Agency's procurement process must be directed, in writing, electronically, (e-mail) to the Official Contact. The early submission of questions is encouraged. Questions will not be accepted or answered verbally – neither in person nor over the telephone.

10. RFP Conference. An RFP conference will not be held to answer questions from prospective proposers.

11. Proposal Due Date and Time. The Official Contact is the **only authorized recipient** of proposals submitted in response to this RFP. Proposals must be

received by the Official Contact on or before the due date and time: Friday, August 4th, 2023 at 5:00PM EST via email to john.scianimanico@ct.gov.

Proposals received after the due date and time will be ineligible and will not be evaluated.

An acceptable submission must include the following:

One (1) conforming electronic copy of the original proposal.

The proposal must be complete, properly formatted and outlined, and ready for evaluation by the Screening Committee.

The electronic copy of the proposal must be emailed to official agency contact for this procurement. The subject line of the email must read: High-Dosage Tutoring (HDT) School Technical Assistance Provider. Required forms and appendices may be scanned and submitted as PDFs at the end of the main proposal document. Please ensure the entire email submission is less than 25MB as this reflects the Agency's server limitations. Respondents should work to ensure there are not additional IT limitations from the provider side.

12. Multiple Proposals. The submission of multiple proposals is not an option for this procurement.

II. PURPOSE OF RFP AND SCOPE OF SERVICES

■ A. AGENCY OVERVIEW

The State Board of Education and CSDE are committed to ensuring that equitable access and opportunities are at the forefront of our collaborative inquiry and collective responsibility. The CSDE is challenging and holding ourselves accountable to secure an excellent education for current and future generations of students. The CSDE provides guidance and leadership to districts so they can support great schools where great teachers and leaders hold high expectations for all Connecticut students.

The CSDE is equally committed to leveraging the best available research and expertise to design and implement programs that unequivocally drive student learning. Refusing to accept the negative consequences of the pandemic on student growth as the status quo, the Department is investing in a rigorous HDT program that will unlock more opportunities for students to learn, grow, and excel in the next school year and beyond.

■ B. SERVICE OVERVIEW

- Service Title: Consultative services, technical assistance, co-facilitation, and coaching to the CSDE and select LEAs/schools in support of the implementation of the state's high-dosage tutoring program for middle-grades (Grades 6-9) students in mathematics.
- Problem Statement: To provide schools with the capacity, tools, and expertise to effectively implement the CSDE's HDT model for students identified as needing enhanced learning support
- Project Outcome Goals:
 - Outcome 1: Partner with the CSDE in launching a new statewide HDT program in select LEAs and schools, determined through a competitive grant application.

- Outcome 2: Vendor team will develop and co-facilitate a Community of Practice for schools receiving HDT grant funding, creating a space for schools to learn and confidently build tutoring models for their students.
- Outcome 3: Vendor team will provide direct technical assistance and coaching to select schools as they navigate building a new program to accelerate learning.
- Target User Population: Members of CSDE's High-Dosage Tutoring Implementation Team (including the Chief Performance Officer, Chief Academic Officer, Director of Special Projects, and Education Consultants and Fellows) as well as select LEA and School leadership receiving HDT grant funding.
- Other Key Insights from Strategic Planning, including takeaways from past experiences with similar services:
 - The Vendor team will play a critical role in augmenting the capacity of the CSDE to implement this grant program. They will bring relevant knowledge, tools, and strategies to support LEAs and schools implement the CSDE's HDT model, and have experience working in or with public school districts.
 - The Vendor team will work as close partners and trusted advisors for the CSDE HDT Implementation team, meeting weekly to align around vision, deliverables, timeline, and immediate next steps. While the CSDE team will have the final say on all decisions, they will always be receptive to feedback from the Vendor team and be open to considering different courses of action to achieve the program's objectives.
 - The Vendor team will meet the highest standards of professionalism in their communications with state, district, and school partners and ensure all deliverables meet high levels of quality.

■ C. SCOPE OF SERVICE DESCRIPTION

The purpose of this RFP is to solicit proposals from qualified vendors to establish a one-year contract for providing a suite of services to the CSDE HDT team and select LEAs.

The vendor selected by the CSDE will be expected to:

- a) With the CSDE, schedule and co-facilitate at least eight (8) virtual HDT Community of Practice meetings with all LEAs and schools participating in the Department's HDT grant program. The Community of Practice will focus on common challenges related to implementing new HDT programs in schools, including scheduling, conducting ongoing assessment, managing in-person and virtual tutors, collecting and managing student data, and integrating educational technology and tools into tutoring sessions.
- b) Create relevant materials for Community of Practice meetings, including PowerPoint presentations, surveys, agendas, and data reports.
- c) Host a kick-off event for all LEAs and schools participating in the Department's HDT grant program.
- d) Meet weekly with the CSDE HDT team to review progress, prepare for meetings, and align around immediate next steps.
- e) In consultation with the CSDE and its external research partner, advise on a data collection and evaluation strategy to determine program impact on student learning.
- f) Draft a monthly newsletter to share CT HDT updates with LEAs, school leaders, and other key partners. The e-newsletters will include announcements, school spotlights, and resources.
- g) Create and administer an end-of-year survey to all schools to gather qualitative and quantitative feedback on and assess the impact of the various services and resources provided to schools through the HDT program.
- h) Provide appropriate staffing to the project, including individuals with experience in facilitating and coaching, building relationships with district and school officials, and providing culturally competent services for diverse audiences.
- i) Have a working knowledge of Connecticut's education sector.

- j) Vendor will submit a final report documenting accomplishments and areas for continued focus to the CSDE prior to the end of the contract.
- k) CSDE welcomes other ideas relevant to this scope of service that are not explicitly described above, but relevant and value-adding to the overall purpose of the project.

The role of the CSDE HDT team will be to serve as the primary project executive and liaison to the Commissioner of Education, research and evaluation team, LEAs, schools, and other third-party organizations affiliated with this project. The HDT team will collaborate with the provider/vendor to design the process and protocol to optimize implementation of CSDE's HDT model and systematically address collective challenges that may interfere with this implementation.

■ D. PERFORMANCE MEASURES

The following performance metrics highlight key priorities that will be analyzed with providers/vendors collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to The Agency. The Agency looks forward to working with providers/vendors to define additional important performance metrics.

1. Vendor will prepare and co-facilitate at least eight (8) virtual Community of Practice workshops and providing coaching and technical assistance to LEAs on a monthly basis.
2. Vendor will be evaluated based on overall quality of the virtual Community of Practice workshops and deliverables prepared for LEA and school staff receiving HDT grant funding. Quality shall be evaluated based on the professionalism and expertise of the staff, clarity of the materials, and feedback from LEAs and schools.
3. Vendor will also be evaluated based on overall quality of the monthly coaching sessions for up to 10 LEAs, in which the vendor will diagnose challenges related to implementation and co-develop solutions with schools for resolving them. Again, quality shall be evaluated based on feedback from LEAs and schools.
4. Vendor will submit a final report documenting accomplishments and areas for continued focus to the CSDE prior to the end of the contract.

■ E. CONTRACT MANAGEMENT/DATA REPORTING

As part of the State's commitment to becoming more outcome-oriented, CSDE seeks to actively and regularly collaborate with providers/vendors to enhance contract management, improve results, and adjust service delivery and policy based on learning what works. Reliable and relevant data is necessary to ensure compliance, inform trends to be monitored, evaluate results and performance, and drive service improvements. As such, CSDE reserves the right to request/collect key data and metrics from providers/vendors.

III. PROPOSAL SUBMISSION OVERVIEW

■ A. SUBMISSION FORMAT INFORMATION

- 1. Required Outline.** All proposals must follow the required outline presented in Section IV – Proposal Outline. Proposals that fail to follow the required outline will be deemed non-responsive and not evaluated.
- 2. Cover Sheet.** The Cover Sheet is Page 1 of the proposal. The proposer must develop a Cover Sheet that includes the information below. *Legal Name* is defined as the name of the provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.
 - RFP Name or Number:
 - Legal Name:
 - FEIN:
 - Street Address:
 - Town/City/State/Zip:
 - Contact Person:
 - Title:
 - Phone Number:
 - E-Mail Address:
 - Authorized Official:
 - Title:
 - Signature:
- 3. Table of Contents.** All proposals must include a Table of Contents that conforms with the required proposal outline.
- 4. Executive Summary.** Proposals must include a high-level summary, not exceeding five (5) pages, of the main proposal and cost proposal. The summary must also include the organization's eligibility and qualifications to respond to this RFP. The vendor should also include three (3) references and provide a detailed narrative of the implementation schedule and pricing that will be used for the project.
- 5. Attachments.** Attachments other than the required Appendices or Forms identified in the RFP are not permitted and will not be evaluated. Further, the required Appendices or Forms must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions will result in disqualification.
- 6. Style Requirements.** THIS IS AN ELECTRONIC SUBMISSION.

Submitted proposals must conform to the following specifications:

- Page Limit: No overall limit, however, see individual sections for page limits
- Font Size: 12 pt
- Margins: 1-inch margins

- 7. Pagination.** The proposer's name must be displayed in the header of each page. All pages, including the required Appendices and Forms, must be numbered in the footer.
- 8. Declaration of Confidential Information.** Proposers are advised that all materials associated with this procurement are subject to the terms of the Freedom of Information Act (FOIA), the Privacy Act, and all rules, regulations and interpretations resulting from them. If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. In subsection F of the proposal submission, the proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).
- 9. Conflict of Interest - Disclosure Statement.** Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. The Agency will determine whether any disclosed conflict of interest poses a substantial advantage to the proposer over the competition, decreases the overall competitiveness of this procurement, or is not in the best interests of the State. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

■ B. EVALUATION OF PROPOSALS

- 1. Evaluation Process.** It is the intent of the Agency to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP. When evaluating proposals, negotiating with successful proposers, and awarding contracts, the Agency will conform with its written procedures for POS and PSA procurements (pursuant to C.G.S. § 4-217) and the State's Code of Ethics (pursuant to C.G.S. §§ 1-84 and 1-85). Final funding allocation decisions will be determined during contract negotiation.
- 2. Evaluation Review Committee.** The Agency will designate a Review Committee to evaluate proposals submitted in response to this RFP. The Review Committee will be composed of individuals, Agency staff or other designees as deemed appropriate. The contents of all submitted proposals, including any confidential information, will be shared with the Review Committee. Only proposals found to be responsive (that is, complying with all instructions and requirements described herein) will be reviewed, rated, and scored. Proposals that fail to comply with all instructions will be rejected without further consideration. The Review Committee shall evaluate all

proposals that meet the Minimum Submission Requirements by score and rank ordered and make recommendations for awards. The Commissioner of Education will make the final selection. Attempts by any proposer (or representative of any proposer) to contact or influence any member of the Review Committee may result in disqualification of the proposer.

3. Minimum Submission Requirements. To be eligible for evaluation, proposals must (1) be received on or before the due date and time; (2) meet the Proposal Format requirements; (3) meet the Eligibility and Qualification requirements to respond to the procurement, (4) follow the required Proposal Outline; and (5) be complete. Proposals that fail to follow instructions or satisfy these minimum submission requirements will not be reviewed further. The Agency will reject any proposal that deviates significantly from the requirements of this RFP.

4. Evaluation Criteria (and Weights). Proposals meeting the Minimum Submission Requirements will be evaluated according to the established criteria. The criteria are the objective standards that the Review Committee will use to evaluate the technical merits of the proposals. Only the criteria listed below will be used to evaluate proposals. The weights are disclosed below.

Evaluation Criterion	Percentage of Total	What would a top score look like?
Organizational Profile and Mission Alignment	25%	<ul style="list-style-type: none"> • Organization has extensive and relevant experience implementing HDT in schools and understands the benefits and challenges of such a program • Organization shares CSDE's passion and commitment to rigor and fealty to model
Scope of Services	30%	<ul style="list-style-type: none"> • Organization clearly understands the project objectives and major deliverables • Organization demonstrates ability to co-facilitate meetings and coach schools based on prior experience
Staffing Plan	10%	<ul style="list-style-type: none"> • Organization has staff that have worked in or with SEAs and/or LEAs, and can effectively build relationships across both • Organization has adequate staff on board to meet all project deliverables
Demonstrated Program Effectiveness	10%	<ul style="list-style-type: none"> • Organization includes examples of past program success data in RFP • Organization relates success data to CSDE HDT needs • Organization plans to meet with and report progress weekly to CSDE
Cost Competitiveness and Budget Narrative	25%	<ul style="list-style-type: none"> • Organization defines the budget and the narrative describing the deliverables and associated costs for the scope of the project • Organization clearly allocates resources to each component of the project

Note:

As part of its evaluation of the Staffing Plan, the Review Committee will review the

proposer's demonstrated commitment to affirmative action, as required by the Regulations of CT State Agencies § 46A-68j-30(10).

- 5. Proposer Selection.** Upon completing its evaluation of proposals, the Review Committee will submit the rankings of all proposals to the Commissioner. The final selection of a successful proposer is at the discretion of the Commissioner. Any proposer selected will be so notified and awarded an opportunity to negotiate a contract with the Agency. Such negotiations may, but will not automatically, result in a contract. Any resulting contract will be posted on the State Contracting Portal. All unsuccessful proposers will be notified by e-mail or U.S. mail, at the Agency's discretion, about the outcome of the evaluation and proposer selection process. The Agency reserves the right to decline to award contracts for activities in which the Commissioner considers there are not adequate respondents.
- 6. Debriefing.** Within ten (10) days of receiving notification from the Agency, unsuccessful proposers may contact the Official Contact and request information about the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the ten (10) days. If unsuccessful proposers still have questions after receiving this information, they may contact the Official Contact and request a virtual meeting with the Agency to discuss the evaluation process and their proposals. If held, the debriefing meeting will not include any comparisons of unsuccessful proposals with other proposals. The Agency may schedule and hold the debriefing meeting within fifteen (15) days of the request. The Agency will not change, alter, or modify the outcome of the evaluation or selection process as a result of any debriefing meeting.
- 7. Appeal Process.** Proposers may appeal any aspect the Agency's competitive procurement, including the evaluation and proposer selection process. Any such appeal must be submitted to the Agency head. A proposer may file an appeal at any time after the proposal due date, but not later than thirty (30) days after an agency notifies unsuccessful proposers about the outcome of the evaluation and proposer selection process. The e-mail sent date or the postmark date on the notification envelope will be considered "day one" of the thirty (30) days. The filing of an appeal shall not be deemed sufficient reason for the Agency to delay, suspend, cancel, or terminate the procurement process or execution of a contract. More detailed information about filing an appeal may be obtained from the Official Contact.
- 8. Contract Execution.** Any contract developed and executed as a result of this RFP is subject to the Agency's contracting procedures, which may include approval by the Office of the Attorney General. Fully executed and approved contracts will be posted on State Contracting Portal and the Agency website.

IV. REQUIRED PROPOSAL SUBMISSION OUTLINE AND REQUIREMENTS

A: Cover Sheet

The Respondent must use a Cover Sheet capturing the following information:

- RFP Name or Number:
- Legal Name:
- FEIN (not required for currently contracted providers/vendors):
- Street Address:
- Town/City/State/Zip:
- Contact Person:
- Title:
- Phone Number:
- E-Mail Address:
- Authorized Official:
- Title:
- Signature:

Legal Name is defined as the name of provider, vendor, CT State agency, or municipality submitting the proposal. *Contact Person* is defined as the individual who can provide additional information about the proposal or who has immediate responsibility for the proposal. *Authorized Official* is defined as the individual empowered to submit a binding offer on behalf of the proposer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto.

B: Table of Contents

Respondents must include a Table of Contents that lists sections and subsections with page numbers that follow the organization outline and sequence for this proposal.

C: Proposer Executive Summary

The page limitation for this section is five (5) pages briefly describing how the Respondent meets the eligibility and qualification criteria outlined in the Proposal Overview and a brief overview of why the Respondent should be selected for the activities highlighted in the scope of services.

D: Main Proposal Submission Requirements to Submit a Responsive Proposal:

*****Please note the maximum total page length for this section is ten (10) pages (all appendices and other attachments should be referred to in section D and then placed in section E.).**

1. Provide an overview of the organization, including its mission, vision, location of office(s), experience in Connecticut, and years of operation.
2. Describe your organization's approach to high-dosage tutoring. What are the most important elements of a high-impact tutoring model?
3. Describe your organization's experience and impact with guiding LEAs and schools through the implementation of evidence-based high-dosage tutoring models. What makes your approach effective? Please provide any performance data, evaluation results, or other feedback from other jurisdictions.

4. Describe your organization's experience leading workshops, trainings, Community of Practice sessions, or other in-person or virtual convenings designed to build strong and effective HDT models in schools.
5. Describe the ideal partnership between your organization, the CSDE, and participating LEA/schools in the Connecticut High Dosage Tutoring Program.
6. At the conclusion of the first year of this project, how would your organization define success? What results will ultimately make this an effective partnership and project?
7. Please describe the personnel and qualifications that the organization intends to employ to deliver the objectives outlined in this RFP.
8. Please provide a detailed budget narrative and estimated budget for the proposed project, not to exceed the total cost of \$250,000.

E: Attachments

Attachments other than the required attachments identified below are not permitted and will not be evaluated. See the Proposal Checklist in the Appendix for a list of relevant attachments. Further, the required attachments must not be altered or used to extend, enhance, or replace any component required by this RFP. Failure to abide by these instructions may result in disqualification.

- Previous Organization Impact Statements
- Examples of Deliverables/Work Quality
- Agency and program organizational chart detailing reporting structure
- Work plan describing organization's objectives, deliverables, and timeline for the 2023-2024 school year

F: Declaration of Confidential Information

If a proposer deems that certain information required by this RFP is confidential, the proposer must label such information as CONFIDENTIAL prior to submission. The proposer must reference where the information labeled CONFIDENTIAL is located in the proposal. *EXAMPLE: Section G.1.a.* For each subsection so referenced, the proposer must provide a convincing explanation and rationale sufficient to justify an exemption of the information from release under the FOIA. The explanation and rationale must be stated in terms of (a) the prospective harm to the competitive position of the proposer that would result if the identified information were to be released and (b) the reasons why the information is legally exempt from release pursuant to C.G.S. § 1-210(b).

G: Conflict of Interest – Disclosure Statement

Proposers must include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest, as defined by C.G.S. § 1-85. A conflict of interest exists when a relationship exists between the proposer and a public official (including an elected official) or State employee that may interfere with fair competition or may be adverse to the interests of the State. The existence of a conflict of interest is not, in and of itself, evidence of wrongdoing. A conflict of interest may, however, become a legal matter if a proposer tries to influence, or succeeds in influencing, the outcome of an official decision for their personal or corporate benefit. In the absence of any conflict of interest, a proposer must affirm such in the disclosure statement. *Example: "[name of proposer] has no current business relationship (within the last three (3) years) that poses a conflict of interest, as defined by C.G.S. § 1-85."*

H: Statement of Assurances

Place after Conflict of Interest-Disclosure Statement. Sign and return.

V. MANDATORY PROVISIONS

■ A. STANDARD CONTRACT PROVISIONS

Proposers can review the for standard contract requirements [Comptroller's Office PSA Terms and Conditions](#), which includes generic state contract requirements.

■ B. ASSURANCES

By submitting a proposal in response to this RFP, a proposer implicitly gives the following assurances:

- 1. Collusion.** The proposer represents and warrants that the proposer did not participate in any part of the RFP development process and had no knowledge of the specific contents of the RFP prior to its issuance. The proposer further represents and warrants that no agent, representative, or employee of the State participated directly in the preparation of the proposer's proposal. The proposer also represents and warrants that the submitted proposal is in all respects fair and is made without collusion or fraud.
- 2. State Officials and Employees.** The proposer certifies that no elected or appointed official or employee of the State has or will benefit financially or materially from any contract resulting from this RFP. The Agency may terminate a resulting contract if it is determined that gratuities of any kind were either offered or received by any of the aforementioned officials or employees from the proposer, contractor, or its agents or employees.
- 3. Competitors.** The proposer assures that the submitted proposal is not made in connection with any competing organization or competitor submitting a separate proposal in response to this RFP. No attempt has been made, or will be made, by the proposer to induce any other organization or competitor to submit, or not submit, a proposal for the purpose of restricting competition. The proposer further assures that the proposed costs have been arrived at independently, without consultation, communication, or agreement with any other organization or competitor for the purpose of restricting competition. Nor has the proposer knowingly disclosed the proposed costs on a prior basis, either directly or indirectly, to any other organization or competitor.
- 4. Validity of Proposal.** The proposer certifies that the proposal represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFP and any amendments or attachments hereto. The proposal shall remain valid for a period of 180 days after the submission due date and may be extended beyond that time by mutual agreement. At its sole discretion, the Agency may include the proposal, by reference or otherwise, into any contract with the successful proposer.
- 5. Press Releases.** The proposer agrees to obtain prior written consent and approval of the Agency for press releases that relate in any manner to this RFP or any resultant contract.

■ C. TERMS AND CONDITIONS

By submitting a proposal in response to this RFP, a proposer implicitly agrees to comply with the following terms and conditions:

- 1. Equal Opportunity and Affirmative Action.** The State is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The State is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities.
- 2. Preparation Expenses.** Neither the State nor the Agency shall assume any liability for expenses incurred by a proposer in preparing, submitting, or clarifying any proposal submitted in response to this RFP.
- 3. Exclusion of Taxes.** The Agency is exempt from the payment of excise and sales taxes imposed by the federal government and the State. Proposers are liable for any other applicable taxes.
- 4. Proposed Costs.** No cost submissions that are contingent upon a State action will be accepted. All proposed costs must be fixed through the entire term of the contract.
- 5. Changes to Proposal.** No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, the Agency may request and authorize proposers to submit written clarification of their proposals, in a manner or format prescribed by the Agency, and at the proposer's expense.
- 6. Supplemental Information.** Supplemental information will not be considered after the deadline submission of proposals, unless specifically requested by the Agency. The Agency may ask a proposer to give demonstrations, interviews, oral presentations or further explanations to clarify information contained in a proposal. Any such demonstration, interview, or oral presentation will be at a time selected and in a place provided by the Agency. At its sole discretion, the Agency may limit the number of proposers invited to make such a demonstration, interview, or oral presentation and may limit the number of attendees per proposer.
- 7. Presentation of Supporting Evidence.** If requested by the Agency, a proposer must be prepared to present evidence of experience, ability, data reporting capabilities, financial standing, or other information necessary to satisfactorily meet the requirements set forth or implied in this RFP. The Agency may make onsite visits to an operational facility or facilities of a proposer to evaluate further the proposer's capability to perform the duties required by this RFP. At its discretion, the Agency may also check or contact any reference provided by the proposer.
- 8. RFP Is Not An Offer.** Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the State or the Agency or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The contract document will represent the entire agreement between the proposer and the Agency and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The State shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the successful proposer is notified that the contract has been accepted and approved by the Agency and, if required, by the Attorney General's Office.

■ D. RIGHTS RESERVED TO THE STATE

By submitting a proposal in response to this RFP, a proposer implicitly accepts that the following rights are reserved to the State:

- 1. Timing Sequence.** The timing and sequence of events associated with this RFP shall ultimately be determined by the Agency.
- 2. Amending or Canceling RFP.** The Agency reserves the right to amend or cancel this RFP on any date and at any time, if the Agency deems it to be necessary, appropriate, or otherwise in the best interests of the State.
- 3. No Acceptable Proposals.** In the event that no acceptable proposals are submitted in response to this RFP, the Agency may reopen the procurement process, if it is determined to be in the best interests of the State.
- 4. Award and Rejection of Proposals.** The Agency reserves the right to award in part, to reject any and all proposals in whole or in part, for misrepresentation or if the proposal limits or modifies any of the terms, conditions, or specifications of this RFP. The Agency may waive minor technical defects, irregularities, or omissions, if in its judgment the best interests of the State will be served. The Agency reserves the right to reject the proposal of any proposer who submits a proposal after the submission date and time.
- 5. Sole Property of the State.** All proposals submitted in response to this RFP are to be the sole property of the State. 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 stated otherwise in this RFP or subsequent contract. The right to publish, distribute, or disseminate any and all information or reports, or part thereof, shall accrue to the State without recourse.
- 6. Contract Negotiation.** The Agency reserves the right to negotiate or contract for all or any portion of the services contained in this RFP. The Agency further reserves the right to contract with one or more proposer for such services. After reviewing the scored criteria, the Agency may seek Best and Final Offers (BFO) on cost from proposers. The Agency may set parameters on any BFOs received.
- 7. Clerical Errors in Award.** The Agency reserves the right to correct inaccurate awards resulting from its clerical errors. 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 the State shall not constitute a breach of contract on the part of the State since the contract with the initial proposer is deemed to be void *ab initio* and of no effect as if no contract ever existed between the State and the proposer.
- 8. Key Personnel.** When the Agency is the sole funder of a purchased service, the Agency reserves the right to approve any additions, deletions, or changes in key personnel, with the exception of key personnel who have terminated employment. The Agency also reserves the right to approve replacements for key personnel who have terminated employment. The Agency further reserves the right to require the removal and replacement of any of the proposer's key personnel who do not perform adequately, regardless of whether they were previously approved by the Agency.

■ E. STATUTORY AND REGULATORY COMPLIANCE

By submitting a proposal in response to this RFP, the proposer implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- 1. Freedom of Information, C.G.S. § 1-210(b).** The Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b). Proposers are generally advised not to include in their proposals any confidential information. If the proposer indicates that certain documentation, as required by this RFP, is submitted in confidence, the State will endeavor to keep said information confidential to the extent permitted by law. The State has no obligation to initiate, prosecute, or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. The proposer has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. While a proposer may claim an exemption to the State's FOIA, the final administrative authority to release or exempt any or all material so identified rests with the State. In no event shall the State or any of its employees have any liability for disclosure of documents or information in the possession of the State and which the State or its employees believe(s) to be required pursuant to the FOIA or other requirements of law.
- 2. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 thru 43, inclusive.** CT statute and regulations impose certain obligations on State agencies (as well as contractors and subcontractors doing business with the State) to ensure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons.
- 3. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. §§ 4a-81 the successful contracting party shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as true to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalties of false statement.
- 4. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents

of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf

5. Gifts, C.G.S. § 4-252. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

(1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

(2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

(3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

6. Iran Energy Investment Certification C.G.S. § 4-252(a). Pursuant to C.G.S. § 4-252(a), the successful contracting party shall certify the following: (a) that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section it shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the resulting contract.

7. Nondiscrimination Certification, C.G.S. § 4a-60 and 4a-60a. If a bidder is awarded an opportunity to negotiate a contract, the proposer must provide the State

agency with *written representation* in the resulting contract that certifies the bidder complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, or (B) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations. If a bidder or vendor refuses to agree to this representation, such bidder or vendor shall be rejected and the State agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

- 8. Access to Data for State Auditors.** The Contractor shall provide to OPM access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to OPM in a format prescribed by OPM [or the Client Agency] and the State Auditors of Public Accounts at no additional cost.

VI. APPENDIX

A. ABBREVIATIONS / ACRONYMS / DEFINITIONS

BFO	Best and Final Offer
C.G.S.	Connecticut General Statutes
CHRO	Commission on Human Rights and Opportunity (CT)
CT	Connecticut
DAS	Department of Administrative Services (CT)
FOIA	Freedom of Information Act (CT)
IRS	Internal Revenue Service (US)
LOI	Letter of Intent
OAG	Office of the Attorney General
OPM	Office of Policy and Management (CT)
OSC	Office of the State Comptroller (CT)
PSA	Personal Service Agreement
P.A.	Public Act (CT)
RFP	Request For Proposal
SEEC	State Elections Enforcement Commission (CT)
U.S.	United States

- *contractor*: a private provider organization, CT State agency, or municipality that enters into a POS contract with the Agency as a result of this RFP.
- *proposer*: a private provider organization, CT State agency, or municipality that has submitted a proposal to the Agency in response to this RFP. This term may be used interchangeably with respondent throughout the RFP.
- *prospective proposer*: a private provider organization, CT State agency, or municipality that may submit a proposal to the Agency in response to this RFP, but has not yet done so
- *subcontractor*: an individual (other than an employee of the contractor) or business entity hired by a contractor to provide a specific service as part of a PSA with the Agency as a result of this RFP

B. STATEMENT OF ASSURANCES

The undersigned Respondent affirms and declares that:

1) General

- a. This proposal is executed and signed with full knowledge and acceptance of the RFP CONDITIONS stated in the RFP.
- b. The Respondent will deliver services to the Agency within the cost proposed in the RFP and within the timeframes therein.
- c. The Respondent will seek prior approval from the Agency before making any changes to the location of services.
- d. Neither the Respondent or any official of the organization nor any subcontractor the Respondent or any official of the subcontractor organization has received any notices

of debarment or suspension from contracting with the State of CT or the Federal Government.

- e. Neither the Respondent or any official of the organization nor any subcontractor to the Respondent or any official of the subcontractor's organization has received any notices of debarment or suspension from contracting with other states within the United States.

Legal Name of Organization:

Authorized Signatory

Date

C. PROPOSAL CHECKLIST

To assist respondents in managing proposal planning and document collation processes, this document summarizes key dates and proposal requirements for this RFP. Please note that this document does not supersede what is stated in the RFP. Please refer to the Proposal Submission Overview, Required Proposal Submission Outline, and Mandatory Provisions (Sections II, III, and IV of this RFP) for more comprehensive detail. **This is a tool for proposers to use.** It is the responsibility of each respondent to ensure that all required documents, forms, and attachments, are submitted in a timely manner.

Registration with State Contracting Portal (if not already registered):

- Register at: <https://portal.ct.gov/DAS/CTSource/Registration>
- Submit required forms:
 - Campaign Contribution Certification (OPM Ethics Form 1):
<https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

Proposal Content Checklist

- Cover Sheet** including required information:
 - RFP Name or Number
 - Legal Name
 - FEIN
 - Street Address
 - Town/City/State/Zip
 - Contact Person
 - Title
 - Phone Number
 - E-Mail Address
 - Authorized Official
 - Title
 - Signature
- Executive Summary:** high-level summary of proposal and cost
- Main proposal body answering all questions with relevant and allowable attachments.** *Proposers should use their discretion to determine whether certain required information is sufficiently captured in the body of their proposal or requires additional attachments for clarification.* Additional attachments may include:
 - Previous Organization Impact Statements
 - Examples of Deliverables/Work Quality
 - Staffing plan with FTE status
 - Agency and program organizational chart detailing reporting structure
 - Work plan describing organization's objectives, deliverables, and timeline for the 2023-2024 school year
- Two years of most recent annual audited financial statements OR any financial statements prepared by a Certified Public Accountant** for proposers whose organizations have been incorporated for less than two years.
- Proposed budget**, including budget narrative and cost schedules for planned subcontractors if applicable.
- Conflict of Interest Disclosure Statement**
- Statement of Assurances**

Formatting Checklist

- Is the proposal formatted to fit 8 ½ x 11 (letter-sized) paper?
- Is the main body of the proposal within the page limit?
- Is the proposal in 12-point, Times New Roman font?
- Does the proposal format follow normal (1 inch) margins?

- Does the proposer's name appear in the header of each page?
- Does the proposal include page numbers in the footer?
- Are confidential labels applied to sensitive information (if applicable)?