Alabama State Department of Education



Request for Proposal RFP ALSDE 2025-20 SERVICES FOR SCHOOL SYSTEMS PLACED UNDER STATE INTERVENTION

Alabama State Department of Education Office of General Counsel

Inquiries related to this RFP are to be emailed to:

Cindy Gillespie Office of Operations

Alabama State Department of Education

Email: <u>rfpproposals@alsde.edu</u>

Deadline: NEW ELECTRONIC PROCEDURES FOR SUBMISSION

Proposals must be received no later than 4:00 p.m. on September 23, 2025.

It is required that each supplier clearly note the RFP Number & Supplier Name in the subject line and email to: rfpproposals@alsde.edu

The proposal package must contain the following and be submitted electronically.

- 1. The proposal must be signed by an official authorized to legally bind the supplier to the information provided.
- 2. Must be currently registered with the Alabama Department of Finance, Division of Procurement as a State Supplier and provide supplier number. Alabama Department of Finance, Division of Procurement
- 3. The supplier must complete the affidavit for business entity/employer/supplier. Verification of enrollment in E-verify shall be presented on the form found in Appendix A.

Pursuant to Alabama Administrative Code Rule 355-4-3-.03(12), proposal openings are not open to the public

Table of Contents

Section 1.00 Administrative Overview

- 1.1 Purpose and Background
- 1.2 Anticipated Timetable
- 1.3 Proposal Evaluation
- 1.4 Conditions and Terms

Section 2.00 Scope

- 2.1 Scope of Supplier's Work and Responsibilities
- 2.2 Scope of ALSDE Work and Responsibilities

Section 3.00 General Requirements

3.1 Requirements of Proposal

Section 4.00 General Terms and Conditions

- 4.1 Governance
- 4.2 Immigration
- 4.3 Conflict of Interest
- 4.4 Discrimination
- 4.5 Artificial Intelligence (AI) Systems

Section 1.00 Administrative Overview

1.1 Purpose and Background

Request for Proposal (RFP): Management for State Intervention

Purpose:

The Alabama State Department of Education (ALSDE) seeks proposals from qualified suppliers that will provide strategic guidance and administrative oversight for school districts placed under intervention by the State Superintendent of Education pursuant to Alabama law. The ALSDE is seeking proposals from eligible applicants that will assist and support a local school board and school system under State intervention by providing academic leadership, strategic planning, and operational oversight. The supplier also will work to ensure that the local board and underperforming LEA is compliant with state and federal law and regulations. Moreover, the supplier will work to improve and sustain performance in critical areas designated by the State Superintendent. Finally, the selected supplier must also have the capacity to serve as fully as Chief Administrative Officer as provided by law.

Background:

The Educational Accountability and Intervention Act of 2013 (§§ 163-6E-1 through -7, Ala. Code (1975)) authorizes the State Superintendent of Education to intervene in and provide guidance and oversight to underperforming local school systems. Under intervention authority and as the Act provides, the State Superintendent may use a Chief Administrative Officer to assist the State Superintendent identify and provide support to the underperforming LEA in areas it needs critical support, including but not limited to academic leadership, strategic planning, operational oversight, and compliance with state and federal law and regulations. The ALSDE aims to fund and support a vendor that can provide such services and serve as a full-time Chief Administrative Officer as provided by Alabama law.

1.2 **Anticipated Time Table**

September 10, 2025 3PM Question Submission Deadline

September 11, 2025 5PM Question Responses Due

September 23, 2025 Proposal Submission Deadline

NOTE: All Questions must be emailed to <u>rfpqanda@alsde.edu</u> by the deadline noted above. All Q & A will be posted in STAARS and on the Alabama Achieves website <u>Alabama State Department of Education - Alabama Achieves - ALSDE</u> on the designated date noted above.

1.3 Proposal Evaluation

An Evaluation Team will review the proposals and make a recommendation. The criteria listed below will be used to evaluate the proposals for the purpose of ranking them in relative position based on how fully each proposal meets the requirements of this RFP.

Evaluation Criteria:

Supplier qualifications and experience 35 points

Budget Proposal 30 points

Training delivery and materials 35 points

Supplier qualifications and experience: Please provide evidence of (1) successful, timely coordination of similar projects, particularly with public education experience; (2) clarity and appropriateness of organizational structure and ability to provide an authorized representative who can bind the vendor; (3) at least three (3) references that can validate the vendor's training and projects of similar scope and outcome; and (4) knowledge and consistent adherence to state and federal fiscal and legal requirements of public education and local education agencies under State intervention, including but not limited to E-Verify, conflict of interest avoidance, and non-discrimination policies and procedures.

Budget Proposal: Please provide a proposal that demonstrates (1) clarity and transparency with fees and costs and a comprehensive breakdown of all deliverables and services, particularly with public education; (2) value for the money, with costs aligned to the proposed scope and deliverables not only lowest in cost, but most justifiable in relation to quality and outcomes; and (3) a knowledge of policies and procedures of the Alabama Comptroller's Office, including the non-appropriation and proration clause.

Training Delivery and Materials: Please provide (1) a detailed description of how it will deliver training structure, materials, presentations, and/or modules to meet RFP requirements; (2) evidence of the ability to tailor training and support to the unique needs of underperforming districts that are aligned with critical intervention areas; (3) examples of training modules that are clear, accessible, and provide support to personnel in underperforming local education agencies; and (4) evidence of an understanding of relevant state and federal education law, including but not limited to IDEA, ESSA, the Alabama Literacy Act, the Alabama Numeracy Act, and ADA

Best and Final Offers:

The ALSDE may either accept a supplier's initial proposal by award of a contract or enter into discussions with suppliers whose proposals are deemed to be reasonably acceptable of consideration for award. After discussions conclude, a supplier may be allowed to submit a "Best and Final Offer" for consideration in a manner and method prescribed by the ALSDE. By submitting a proposal each supplier accepts and agrees to all conditions and requirements herein.

The ALSDE will make all decisions regarding evaluation of the proposal. The ALSDE reserves the right to judge and determine whether a request is compliant with and satisfactorily meets the requirements of the RFP. The ALSDE reserves the right to waive technical and other defects if, in its judgment, the interest of the ALSDE so requires. Any further information disclosed about the RFP during this process will be provided to all suppliers in a manner and method prescribed by the ALSDE.

Rejection of Proposal:

ALSDE reserves the right to reject any or all proposals it deems non-responsive, late in submission, or unsatisfactory in any way. ALSDE shall have no obligation to award a contract for work, goods and/or services as a result of this RFP.

Qualified bidders aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. *See generally* State of Alabama Department of Finance Administrative Code Regulations at Administrative Code Regulations.

Confidentiality:

All information contained in the RFP is considered to be the exclusive property of the ALSDE. Recipients of this RFP are not to disclose any information contained within the RFP unless such information is publicly available. This RFP is provided for the sole purpose of allowing suppliers to respond to these specifications.

Selection Process:

The ALSDE will select the supplier that provides the most technically sound and cost-effective proposal that best fits the needs of the ALSDE. Final selection of the successful supplier will not be based solely on cost. The supplier product will be evaluated primarily on the scope of the activities linked to associated costs as detailed in the RFP. RFPs will be reviewed to ascertain that minimum requirements have been met. The ALSDE reserves the right to conduct discussions with potential suppliers in order to clarify information contained in their proposals, but the ALSDE has no obligation to do so. This may include requesting a presentation of top finalists for final scoring. The supplier will provide notice to the ALSDE of any partnership with another firm to provide parts of the solution; however, the supplier must provide management of the partner and is responsible for all project performance. Any subcontractor or partner will be subject to the same vetting process as the supplier, and the supplier is responsible for ensuring that each subcontractor acknowledges and is contractually bound by the staffing plan and other commitments listed in this RFP.

Unless provided by law, nothing in this RFP shall be construed to create any legal obligation on the part of the ALSDE or any respondents. The ALSDE reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue the RFP in whole or in part, at any stage. In no event shall the ALSDE be liable to respondents for any cost or damages incurred in connection with the RFP process, including, but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from the ALSDE for any costs, expenses, or fees related to the RFP. All supporting documentation submitted in response to the RFP will become the property of the ALSDE. Respondents may also withdraw their interest in the RFP, in writing, at any time, as more information becomes known. If, within the confines of this RFP, the contents of the RFP, including any intellectual property the supplier provides to the ALSDE as part of the RFP, is subject to Open Records Act laws and thus is subsequently in the public domain.

Intent to Award

Division of Procurement will send out an intent to award to participating suppliers, defining the protest period. The CPO (Chief Procurement Officer) is the awarding authority and as such is a signatory on the agreement/contract.

Disclaimer Notice:

The ALSDE shall not be liable for any costs associated with the preparation of proposals or negotiations of a contract incurred by any party.

Availability of Funds:

It is expressly understood and agreed that the obligations of the ALSDE to proceed are conditioned upon the continued availability of funds that may be expended for these purposes.

1.4 Conditions and Terms

Contract Terms:

The ALSDE intends to execute an initial contract with Contractor for a period of up to two (2) years, with contract renewals equaling no longer than three (3) additional years, pending written agreement of the supplier and ALSDE dependent upon all required state approvals, availability of funds, performance evaluations of the project, at the full discretion of the ALSDE. The contract will commence pending CPO signature, Legislative Review Committee approval, and the Governor's signature. Each contract renewal will be presented to the Legislative Oversight Committee for approval.

The supplier shall be fully prepared to commence work after full execution of the contract by parties and the receipt of required governmental approvals.

Proposals must reference each element in the RFP by number on the cover of each copy and be arranged in the same sequence. All fees and costs are to be stated in United States currency. Suppliers must reply to each

Section 2.00 Scope

2.1 Scope of Supplier's Work and Responsibilities

Areas of focus may include all or a portion of the areas below, as each school district's challenges may vary. The selected supplier must be capable of customizing the work to the needs of the underperforming district.

A. Governance

- Support local school boards in understanding and executing their statutory responsibilities.
- Facilitate board training on ethics, the Alabama Open Meetings Act (Ala. Code § 36-25A-1 et seq., (1975), and strategic oversight.
- Develop and implement governance frameworks that promote transparency and accountability.
- Assist in aligning board policies with state and federal mandates.

B. General Administration

- Provide executive leadership coaching to superintendents and senior staff.
- Establish performance management systems for district leadership.
- Oversee the development and execution of district-wide improvement plans.
- Ensure compliance with ALSDE directives and reporting requirements.

C. Financial Soundness and School Business Administration

- Conduct financial audits and risk assessments.
- Train district personnel on budgeting, procurement, and fiscal accountability.
- Implement corrective action plans for financial mismanagement.
- Monitor adherence to state financial regulations and federal grant requirements.

D. Operations and Maintenance

- Evaluate facility conditions and maintenance protocols.
- Develop capital improvement plans and deferred maintenance strategies.
- Ensure compliance with safety codes and ADA requirements.
- Train custodial and maintenance staff on best practices and regulatory standards.

E. Child Nutrition

- Review and improve school nutrition programs in alignment with USDA guidelines.
- Ensure proper documentation and reporting for meal reimbursements.
- Train food service staff on sanitation, inventory, and cost control.
- Support implementation of wellness policies and nutrition education.

F. Government Grants and Programs

- Assist districts in identifying and applying for federal and state grants.
- Ensure proper grant management, documentation, and reporting.
- Provide training on eGAP and other grant management platforms.
- Monitor program effectiveness and compliance with grant conditions.

G. Information Technology

- Assess IT infrastructure and cybersecurity readiness.
- Develop district-wide technology plans aligned with instructional goals.
- Train staff on data privacy, digital tools, and instructional technology integration.
- Support implementation of student information systems and learning management platforms.

H. School Transportation

- Evaluate transportation routes, safety protocols, and fleet management.
- Train transportation staff on compliance with state and federal regulations.
- Develop contingency plans for emergency transportation needs.
- Monitor fuel usage, maintenance schedules, and driver certification.

I. Essential Functions

- Lead strategic planning initiatives across academic and operational domains.
- Ensure district compliance with all applicable laws, including IDEA, ESSA, and Alabama Literacy Act.
- Facilitate stakeholder engagement and community outreach.
- Provide regular reports to ALSDE on progress, challenges, and recommendations.
- Execute directives as assigned by the State Superintendent of Education.

III. Deliverables

- Monthly progress reports and dashboards.
- Annual strategic plan and performance review.
- Training modules and documentation for district personnel.
- Compliance audit summaries and corrective action plans.

Create an environment, plan, and timetable to meet the goal of getting the underperforming school district into a position for the State Board of Education to release it from intervention.

2.2 Scope of Alabama State Department of Education's Work and Responsibilities

The ALSDE will collaborate with selected supplier(s) to provide oversight and collaboration as provided by law.

Section 3.00 General Requirements

3.1 Requirements of Proposal

The supplier must provide the following mandatory information. <u>Failure to provide this information may be cause for the proposal to be rejected.</u> Qualifications, experience, and cost will be evaluated for contract award. The proposal may be submitted under the same cover with Supplier Requirements and Cost Proposal in two distinct sections. E-Verify information is required to be submitted for all employees to include contractors of the suppliers if necessary and applicable.

Part I

Signed Cover Letter:

The cover letter shall serve as the first page of the supplier's proposal. The supplier shall complete the cover letter and attach it to the proposal in response to the RFP. The cover letter must be signed by an official authorized to legally bind the supplier. It will state that the supplier is a legal entity that will meet the specifications. The cover letter must accompany the submitted proposal. The letter accompanying the proposal must have original signatures and must include contact numbers and e-mail addresses for the authorized official signing the letters.

Part II

Supplier Qualification and Experience:

Supplier shall provide satisfactory evidence of the supplier's capability to coordinate the types of activities and to provide the services described in the RFP in a timely manner. Special attention should be given to the discussion of qualifications. The discussion shall include a description of the supplier's background and relevant experience as related to the required activities in the RFP.

Part III

Supplier shall provide a detailed plan describing how the services will be performed to meet the requirements of the RFP. The description shall encompass the requirements of this RFP. The response must be prepared and organized in a clear and concise manner that is easily understandable.

Supplier Organization:

Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

References:

The supplier shall provide a minimum of three (3) references that can support and validate training and/or projects and outcomes, including names or persons who may be contacted, position of person, addresses, and phone numbers where similar training and/or projects to that described in this RFP have been conducted.

Executive Summary:

An executive summary is required. This summary will condense and highlight the contents of the supplier's proposal.

Part IV

Cost Proposal:

Supplier shall include the fee structure and pricing for the training sessions/program if applicable or requested. The supplier shall submit a cost proposal in addition to other required information.

Subcontractor Disclosure:

If the execution of work to be performed requires hiring Subcontractors, you must clearly state this in the proposal and provide qualification for such individuals. Subcontractors must be identified and the services they will provide or work they will perform must be clearly defined. The ALSDE will not refuse a proposal based upon use of a Subcontractor; however, the ALSDE reserves the right to refuse the Subcontractor a supplier selects. Supplier and associated personnel shall remain solely responsible for the performance of all work, including work that may be subcontracted.

A supplier must describe its rationale for utilizing Subcontractors including relevant past experience partnering with stated Subcontractor(s). Providing documents for E-verification of subcontractors is the sole responsibility of the Contractor and must be available upon request to ensure compliance.

Subcontractors may not be employees/agents of the ALSDE or LEA, nor any entity or agency receiving education trust funds.

Section 4.00 General Terms and Conditions

4.1 Governance

This RFP and its terms shall be governed and construed according to the laws of the state of Alabama. Any dispute arising out of this RFP shall be brought in the state of Alabama, with venue in Montgomery County, Alabama. Suppliers agree to comply with all applicable federal and state laws and regulations.

Per the current FPPM (Fiscal Policy and Procedures Manual): Non-appropriation and Proration (Section 41-4-144(c)).

Fiscal Policy Procedures

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled, and, to the extent permissible by law, the supplier shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. To the extent permissible by law, this cost of cancellation may be paid from any appropriations available for that purpose.

In the event that proration of appropriated funds from which the State is to pay the supplier is declared by the Governor pursuant to Section 41-4-90 of the Code of Alabama, the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract to extend or change payment terms or amounts, or terminating the contract. In all circumstances, it is agreed that the terms and commitments of this contract shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama, as amended."

4.2 Immigration

The proposal must contain a statement that the supplier is aware of and in compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act; a statement that the supplier is enrolled in the E-Verify as required by Section 31-13-9 (b), Code of Alabama 1975, as amended:

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT

COMPLIANCE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act (31-13-1 et seq, Code of Alabama, 1975 as amended by Act 2012-491) regulates illegal immigration in the state of Alabama. All contracts with the State or any political subdivision thereof must fully comply with each provision as provided by law.

A proposal must include a statement that the supplier has knowledge of this law and is in compliance. Before a contract is signed, the supplier awarded the contract must submit a Certificate of Compliance using the form at Appendix A. E-Verify enrollment can be accomplished at the website of the United States Department of Homeland Security at U.S.Citizenship and Immigration Services.

See Section 10 for additional language required by Section 10(k) of the Act to be included in the contract.

Rev.5-24-13

4.3 Conflict of Interest

The supplier attests that no employee, officer, or agent of the supplier shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved. A conflict would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial or other interest in the organization selected for an award. The officers, employees, and agents of the supplier, if selected as the career planning system supplier, shall neither award nor offer gratuities, favors, nor anything of monetary value from suppliers or subcontractors.

4.4 Discrimination

Alabama Non-Discrimination Statement:

No person shall be denied employment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity on the basis of disability, gender, race, religion, national origin, color, age, genetic information, or any other category protected under the law. Ref: Sec. 1983, Civil Rights Act, 42 U.S.C.; Title VI and VII, Civil Rights Act of 1964; Rehabilitation Act of 1973, Sec. 504; Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; Equal Pay Act of 1963; Title IX of the Education Amendment of 1972; Title II of the Genetic Information Nondiscrimination Act of 2008. Title IX Coordinator, P.O. Box 302101, Montgomery, Alabama 36130-2101 or call (334) 694-4717.

4.5 Artificial Intelligence (AI) Systems

AI Model Development and Use Attestation:

The proposal shall include a written statement attesting to the following:

- a. <u>Pretrained AI System</u>: The AI System to be provided in the performance of this RFP has been pretrained.
- b. <u>Responsibility in AI System Development</u>: The supplier used all responsible measures necessary during the development of the AI System to be provided in the performance of this RFP.
- c. <u>Human-in-the-Loop AI System Training</u>: A human-in-the-loop approach was used, wherever possible, in training the AI System, ensuring human oversight and intervention were integral parts to the AI System training process.
- d. <u>Unbiased Data Selection and Algorithm Development</u>: The process of data selection for AI System training was conducted in an unbiased manner, wherever possible, adhering to the principles of fairness and non-discrimination.
- e. <u>Expected Outcomes</u>: The results produced by the AI System met the expected outcomes as identified and defined by the supplier.

The supplier further attests and agrees that any violation of this subsection will be considered a material breach of this RFP, and may result in its termination, legal action, or both, at the sole discretion of the ALSDE. If the supplier's software solution does not use, contain or incorporate Artificial Intelligence (AI), the proposal shall include a written statement attesting that the software solution does not use, contain, or incorporate any AI.

APPENDIX "A"

	re of) inty of)
	TIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as ended by ACT 2012-491)
DAT	
RE (Contract/Grant/Incentive (describe by number or subject):
	by and between (Contractor/Grantee) and (State Agency, Department or Public Entity
The	undersigned hereby certifies to the State of Alabama as follows:
1.	The undersigned holds the position of with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by ACT 2012-491) which is described herein as "the Act."
2.	Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.
	<u>BUSINESS ENTITY</u> . Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit.
	a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, and foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
	b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.
	EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.
	_ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
	_ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.
3.	As of the date of this Certificate, the Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;
4.	The Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.
Cer	tified this day of 20
	Name of Contractor/Grantee/Recipient
	Ву:
	lts
	above Certification was signed in my presence by the person whose name appears above, on day of
	WITNESS:
	Printed Name of Witness