



**Request for Proposal (RFP) for**  
**Student Services Department: Program Evaluation**

**Holly Colin, Assistant Superintendent of Student Services**

**DATE ISSUED: October 25, 2019**

**Deadline for Submission: November 15, 2019**

## **Request for Proposal (RFP)**

### **Student Services Department: Program Evaluation**

North Shore School District 112, invites qualified firms that have successfully conducted audits/studies of special education programs and services in public school districts to submit proposals for Program Evaluation in the Student Services Department. The specifications are on the District's website at [www.nssd112.org/bids\\_proposals](http://www.nssd112.org/bids_proposals) or can be obtained from Dr. Holly Colin via email at [hcolin@nssd112.org](mailto:hcolin@nssd112.org). Five (5) hard copies and one (1) electronic copy of the RFP document must be submitted by 4:00 P.M. on Friday, November 15, 2019, to Dr. Holly Colin, Assistant Superintendent of Student Services, North Shore School District 112, 1936 Green Bay Road, Highland Park, IL 60035.

## TABLE OF CONTENTS

SECTION I: BACKGROUND AND GENERAL INFORMATION.....	4
SECTION II: EXPECTED SCOPE OF WORK.....	6
SECTION III: EVALUATION PROCESS AND TIMING.....	7
SECTION IV: REQUESTED SERVICE PROVIDER INFORMATION.....	8
SECTION V: ADDITIONAL PROPOSAL REQUIREMENTS.....	10
APPENDIX A: CONFIDENTIALITY AGREEMENT.....	13

## **SECTION I: BACKGROUND AND GENERAL INFORMATION**

North Shore School District 112 (“NSSD 112” or the “District”) is considering the selection of an experienced company to complete an internal audit of programs within the Student Services Department. Please note this request for proposal (RFP) is not an offer on the part of NSSD 112 and that NSSD 112 reserves the right to cancel the project described in this RFP, and to reject any and all proposals. NSSD 112 reserves the right to contract with any firm for reasons other than lowest price, to waive informalities and technicalities in the proposals, to request clarifications of proposals, and to accept the proposal deemed most favorable to the District after all proposals have been examined and evaluated. The acceptance of a proposal does not bind NSSD 112 to engage the firm. It shall also be understood that in no event shall NSSD 112 be responsible for any costs of preparing your proposal.

Please prepare and deliver five (5) hard copies and one (1) electronic copy of your formal response to the items listed below to the following address no later than 4:00 P.M. on November 15, 2019. The envelope should be clearly marked “Program Evaluation - RFP” and the name of the firm submitting the proposal, and shall be mailed or hand delivered to:

**Dr. Holly Colin**  
**Assistant Superintendent of Student Services**  
**North Shore School District 112**  
**1936 Green Bay Rd.**  
**Highland Park, IL 60035**

**Proposals shall not be submitted by fax or email.**

Questions regarding this RFP must be sent by email to Dr. Holly Colin, Assistant Superintendent of Student Services, at [hcolin@nssd112.org](mailto:hcolin@nssd112.org), no later than 3:00 p.m. on November 8, 2019. Any interpretation of the RFP will be made only by written addendum. A copy of such addendum will be emailed to each person who has provided his/her email address to the District. Failure on the part of a firm to receive a written interpretation prior to the time of the opening of proposals will not be grounds for withdrawal of its proposal. Oral explanations or representations will not be binding.

A proposal may be withdrawn or changed if written notice of the withdrawal or change is received by Dr. Colin, in writing, prior to the latest time specified for submission of proposals. Change may be made only by substitution of another proposal prior to the latest time specified for submission of proposals.

Proposals must be valid and binding for a minimum period of 60 days after the date set for Board of Education approval of a contract with the selected firm.

Upon selection, the selected firm shall be required to submit a proposed contract for the services covered in this RFP and the firm’s proposal. Any contract will be subject to review by the Board of Education’s legal counsel, and must be on terms fully acceptable to the Board of Education before it is signed. No contract or agreement will be implied, final or in effect between the Board

and a selected firm until acceptable contract terms have been reached. The selected firm must enter into an executed contract with the Board in order to finalize the selection of the proposal. If mutual agreement on contract terms cannot be reached, the Board will proceed to negotiations with another firm.

All information (whether written or verbal) provided by the District during this RFP process, with the exception of this RFP and any addenda is considered “Confidential Information” as defined in the Confidentiality Agreement that is attached hereto in Appendix A. Each firm must submit a signed version of the Confidentiality Agreement with its proposal.

### **About North Shore School District 112**

The **mission** of North Shore School District 112, a community partnership committed to a world-class education, is to nurture every child to become an inspired learner, a well-rounded individual and contributing member of a global community by striving for excellence within an environment that fosters innovation, respect, engagement and intellectual inquiry.

The vision of the District is to:

- Inspire
- Innovate
- Engage

NSSD 112 is located in Lake County and provides educational instruction to children residing in the City of Highland Park, the City of Highwood, and Fort Sheridan. Currently, we have two middle schools, seven elementary schools, and one early childhood school. NSSD 112 has approximately 4,000 students, 600 employees, and it is governed by a seven member Board of Education.

### **About Students Services Department**

The Student Services Department (the “Department”) of NSSD 112 is comprised of staff across the District who provide direct support to students and their families to maximize every child’s success. Several key areas fall under the responsibility of the Student Services Department including Multi-Tiered Systems of Support, Special Education services, Section 504 services, Social-Emotional Learning, Health Services, and Registration.

### **Purpose of the Request for Proposal (RFP)**

This Request for Proposal (“RFP”) is being issued to identify a qualified firm to provide a comprehensive evaluation on the operational functioning of the Department and its programs and systems, opportunities for enhancement of services, and allocation of resources for MTSS and Special Education.

## **SECTION II: EXPECTED SCOPE OF WORK**

The firm selected by the District will be expected to provide an audit review of the Department. The District seeks to contract with a firm that has experience and capacity to complete the following:

**Phase I:** Evaluate the District's Special Education and MTSS programs, including programming, operational functionality, and resource allocation and any other areas identified by the District. The evaluation is expected to include discussions with stakeholders, including parents, teachers, and administrators.

**Phase II:** Analyze and provide feedback on alignment of the District's current practices with best practices based on research to raise student achievement, as well as feedback on allocation of resources to maximize support for students.

**Phase III:** Provide a written report of your analyses, findings, and recommendations. The report must include priority recommendations based on findings and consultation with stakeholders. This report shall not include any names of students or identifiable student information. This report is expected to assist the Department in developing an understanding of current practices related to Special Education and MTSS across the District and areas for improvement upon which it can create an action plan.

**Phase IV:** Discuss and share your report with District stakeholders at meetings and presentations, as requested by the District.

The District desires to receive the written report no later than March 30, 2020. If you anticipate that the report cannot be completed by March 30, 2020, please provide a proposed alternative timeline with your submitted proposal.

If you would recommend that the audit review be conducted differently than the process described above, provide a detailed overview and explanation in your proposal.

### SECTION III: EVALUATION PROCESS AND TIMING

NSSD 112 will evaluate each firm’s proposal using the below criteria:

- Responses to the requests in the accompanying Section IV;
- Professional qualifications and experience of the firm and assigned personnel;
- Ability to effectively partner with NSSD 112;
- Knowledge of the Education field, particularly special education and student services;
- The quality of responses received from the references provided; and
- The firm’s proposed fees.

Finalists may be invited for further interview/presentation with the Board of Education and/or the Department. A senior auditor/partner of each finalist firm must be available for each interview/presentation. The Board of Education will make the final selection.

#### **Timeline**

The District anticipates the following schedule for selecting and contracting with the selected firm. The dates below are subject to revision at the discretion of the District.

RFP Release Date	October 25, 2019
Proposal Due Date	November 15, 2019
Proposal Evaluation Period	November 18-20, 2019
Notice of Selection Sent to Selected Firm	November 22, 2019
Board of Education Approves Contract with Selected Firm	December 17, 2019

## **SECTION IV: REQUESTED SERVICE PROVIDER INFORMATION**

Proposals must address the following:

### **General Practice Background**

- Provide an overview of your firm's capabilities, knowledge, and experience related to the education field generally as well as MTSS and Special Education specifically, including whether your firm has provided a similar audit for other clients.
- Provide the number of full-time consulting professionals on a company-wide and local basis.

### **Service Team**

- Provide a list of the team that will serve NSSD 112 and describe their relevant experience, including years of experience conducting internal audits.

### **Describe your Approach and Methodology**

- Describe your approach and methodology.
- Provide a description and example of the process to be followed and the deliverables to be provided.

### **References**

- Provide references from three clients (with contact information) who can speak to your audits of MTSS and/or Special Education programming. It is preferable (but not required) that references be from local clients in the education industry.

### **Professional Hourly Rate and Estimated Fees**

#### **Fees**

- Provide an estimate of the anticipated total fees, including anticipated average hourly rates based on the anticipated mix of personnel on the team, and anticipated total hours required to complete the project.
- Describe any other additional fees.
- The firm must obtain NSSD 112's written permission prior to incurring any fees or expenses that are above those fees and/or expenses contained in any estimate provided to NSSD 112.

#### **Timeline**

Provide an estimated timeline/schedule for the duration of the engagement, including (but not limited to), the expected number of days for the engagement, and the possible date ranges for

each phase.

**Additional Information**

Provide any other information you feel would be pertinent for NSSD 112 to consider during our evaluation process.

## SECTION V: ADDITIONAL PROPOSAL REQUIREMENTS

By submitting a proposal in response to this RFP, the firm also agrees to the following:

- **Bid Rigging and Bid Rotating**: As required by the *Criminal Code*, 720 ILCS § 5/33E-11, the firm certifies that it is not barred from contracting with any unit of State or Local Government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*. The firm agrees that if this certification is false, the District may declare the contract void. The firm further certifies that it will provide a drug free workplace as required by the *Illinois Drug Free Workplace Act*, 30 ILCS §§ 580/1 *et seq.* If applicable, the firm shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the *Illinois Use Tax Act*, 35 §§ ILCS 105/1 *et seq.*, regardless of whether the firm is a retailer maintaining a place of business within this State” as defined in Section 2 of the Use Tax Act.
- **Freedom of Information Act Compliance**: The District is subject to the Freedom of Information Act, 5 ILCS 140/1, *et seq.* (“FOIA”), and any and all information submitted to the District may be subject to disclosure to third parties in accordance with FOIA. If any firm requests that the District withhold any submitted information as trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, such firm must notify the District of such request at the time such information is submitted to the District, along with a statement that disclosure of such information will cause competitive harm to the firm, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the firm at the time of submission to the District will be presumed to be open to public inspection. The firm may be required to substantiate the basis for its claims at a later time. Notwithstanding timely notice received from the firm in accordance with Section 7(1)(g), the District reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request. The firm waives any rights it may have, or claim to have, to challenge, protest, enjoin or otherwise assert a claim relating to, connected with or arising from any FOIA request. As a potential provider of a governmental function on behalf of the District, the firm agrees to cooperate with the District, without additional charge, in responding to any FOIA request, including by timely providing any documents requested by the District that directly relate to the governmental function that the firm has been engaged to perform on behalf of the District.
- **Confidentiality and Student Records**: In the course of providing services for the District, the firm may have access to District records (including, but not limited to student and personnel records) only to the extent necessary for performance of such services. The firm agrees that any information it receives from the District or otherwise with respect to individual District employees or students shall remain the property of the District and shall be treated and maintained by the firm as confidential information and used only for the purpose of providing services for the District.

Student record information shall not be disclosed to third parties for any reason other than when required by law, and will not be used for the firm's own personal or business purposes outside the performance of services for the District. All information that qualifies as a student record under *Family and Educational Rights Privacy Act* and the *Illinois School Student Records Act* shall be handled by the firm in accordance with those laws. If there is a breach of such information (e.g. disclosure to a third party by the firm), the firm shall, within two (2) calendar days of knowledge of the incident, inform the District of the breach and the data affected. The firm further agrees to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act*, the *Illinois Mental Health Act and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and all rules and regulations governing the release of student, personnel, and medical records. The firm also shall abide by all other records confidentiality obligations of the District and all District policies and procedures applicable to same.

Upon termination of any agreement between the District and the firm, any District employee or student record information in possession of the firm (or its employees) shall be returned to the District and all copies of such information in all formats destroyed in accordance with all applicable laws and U.S. Department of Education and Privacy Technical Assistance Center guidelines within thirty (30) days of termination.

By submitting a proposal, the firm also agrees that the following provisions will be binding on the selected firm and shall be incorporated by reference into the contract to be negotiated by the District and the selected firm:

- **Insurance:** The firm shall procure and maintain at its own cost and expense (1) comprehensive general liability on an occurrence basis to insure all loss (including, but not limited to, attorney's fees and costs), claims, demands, or actions for damage to property, or bodily and personal injury to or death of any one or more persons in the minimum amount of \$2,000,000 per occurrence and in the aggregate, (2) umbrella or excessive liability coverage in a minimum amount of \$2,000,000 per occurrence and in the aggregate, (3) worker's compensation coverage in the minimum statutory amounts, and (4) comprehensive auto liability insurance, including hired and non-owned vehicles, in the amount of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. The firm shall name the Indemnitees (defined below) as additional insureds on all insurance policies required herein, with the exception of the worker's compensation insurance. The insurance required of the firm shall be primary and noncontributory.
- The firm shall provide a certificate of insurance on a form acceptable to the District evidencing the required insurance. The certificates of insurance and all insurance policies required to be obtained by the firm shall provide that coverages afforded under the policies will not be canceled, reduced or allowed to expire without at least thirty (30)

days prior written notice given to the District. If any of the insurance coverages are required to remain in force after final payment, all additional certificates evidencing continuation of such coverage shall be submitted with the final application for payment.

- Indemnification: The firm shall indemnify and hold harmless the District, the Board of Education of North Shore School District 112, and its individual board members, officers, employees, agents, volunteers, successors, and assigns (“Indemnitees”), from any and all costs, damages, losses, judgments, liabilities and expenses (including reasonable attorneys’ fees and litigation costs) brought against or incurred by the Indemnitees arising out of, in connection with, or related to (1) any acts or omissions of the firm; and (2) any breach by the firm of the contract.
- Compliance with Applicable Law: The firm shall at all times observe and comply with all applicable laws, rules, ordinances and regulations, including, but not limited to, the *Illinois Prevailing Wage Act* (820 ILCS § 130/1 *et seq.*), the *Illinois Human Rights Act* (775 ILCS § 5/1 *et seq.*), the *Equal Employment Opportunity Act* (42 U.S.C. § 2000e), and the *Illinois Criminal Code* (720 ILCS § 5/1 *et al.*) in performing under this RFP and its proposal.

## APPENDIX A: CONFIDENTIALITY AGREEMENT

### Confidentiality Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_ with \_\_\_\_\_ offices \_\_\_\_\_ at \_\_\_\_\_ (hereinafter "Recipient") and North Shore School District whose address is 1936 Green Bay Rd, Highland Park, IL 60035 (hereinafter "Disclosing Party").

**WHEREAS** Disclosing Party possesses certain ideas and information relating to North Shore School District 112 that is/are confidential and proprietary to Disclosing Party (hereinafter "Confidential Information"); and

**WHEREAS** the Recipient is willing to receive disclosure of the Confidential Information pursuant to the terms of this Agreement for the purpose of submitting a proposal to conduct an internal audit for the Disclosing Party.

**NOW, THEREFORE**, in consideration for the mutual undertakings of the Disclosing Party and the Recipient under this Agreement, the parties agree as follows:

1. Disclosure. Disclosing Party agrees to disclose, and Receiver agrees to receive the Confidential Information.

2. Confidentiality.

2.1 No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose set forth above.

2.2 No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees having a need for disclosure in connection with Recipient's authorized use of the Confidential Information.

2.3 Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation with respect to such information where the information:

(a) was known to Recipient prior to receiving any of the Confidential Information from Disclosing Party;

- (b) has become publicly known through no wrongful act of Recipient;
- (c) was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
- (d) was independently developed by Recipient without use of the Confidential Information; or
- (e) was ordered to be publicly released by the requirement of a government agency.

4. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of Disclosing Party and that Disclosing Party may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information, or any patents or other intellectual property protecting or relating to the Confidential Information.

5. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

6. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) Disclosure, its successors, and assigns; and (b) Recipient, its successors and assigns.

**IN WITNESS WHEREOF**, the parties have executed this agreement effective as of the date first written above.

North Shore School District 112	Firm: _____
By: _____	By: _____
Title: _____	Title: _____
Dated: _____	Dated: _____
	Email: _____