



**QUAKERTOWN COMMUNITY
SCHOOL DISTRICT**

100 COMMERCE DR

QUAKERTOWN PA 18951

Request for Proposals (RFP)

ESY SERVICES

**All proposals Must Be Returned in a Sealed Envelope Clearly
Marked:**

ESY Services

This RFP issued on

Submission of Proposals Due on April 3, 2023

I. Introduction :

The Quakertown Community School District (“District”) is soliciting proposals for Extended School Year as more fully set out in The Scope of Services and specifications sections of this Request for Proposal (“RFP”).

II. The RFP shall consist of the following

1. Request for Proposal as herein described
2. Exhibit A – Terms of Contract
3. Exhibit B - Price Proposal for ESY Services
4. Exhibit C - Award Criteria and Federal Clauses

The above listed documents must be read in their entirety as they define the scope of services, the rights and obligations of the parties and other terms and conditions of the RFP.

III. Timeline and other Requirements for Submission of Proposal in response to RFP

No later than 2:30 p.m. on Monday, March 27, 2023 all written questions about the RFP should be electronically sent to the following:

Janet Pelone, Director of Pupil Services, jpelone@qcsd.org

Each Applicant submitting a Proposal in response to this RFP must deliver a hard copy to:

Quakertown Community School District
Attn: Lorie Olexson
100 Commerce Dr.
Quakertown PA 18951

No later than 2:30 p.m April 3, 2023. Telephone, electronic or fax proposals are not considered legal documents; therefore, original signed documentation must be submitted for consideration. **Proposals received after 2:30 p.m. on April 3, 2023, will also not be considered.** The Quakertown Community School District is not liable for any costs incurred by those submitting Proposals.

Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of the proposal will remain confidential during the negotiation process.

Opening Proposals: All proposals will be opened at the exact hour and date specified in the deadline. Confidential information contained in proposals shall not generally be open for public inspection, but QCSD’s records are subject to the Pennsylvania Office of Open Records Right to Know Law requirements.

Reservation of Rights: The District reserves the right to reject any and all proposals. The District reserves the right in its sole discretion to accept the proposal(s) it considers the best value for the District and the right to waive any and all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP. The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in the best interests of the District.

IV. Definitions of Words and Phrases

Words and phrases shall be construed according to the rules of grammar and according to their common and approved usage. Any technical words and phrases and such others as have acquired a peculiar and appropriate meaning or are defined in this Section IV of the RFP, shall be construed according to such peculiar and appropriate meaning or definition.

1. **Applicant** – A person or group of persons who provide professional development services
2. **Quakertown Community School District/Quakertown Community School Board** – School District or District or School Board or Board.
3. **Contract or Agreement** – shall consist of a document substantially containing the terms and conditions as set forth on Exhibit A attached hereto and any modifications mutually agreed upon between the District and the Applicant and an agreed upon price as set forth in Exhibit B and C.
4. **Proposal** – the response by the Applicant to the RFP.
5. **Components of Proposal-** (1) Applicant's experience in providing services to Pennsylvania public school districts; (2) Staffing proposal; and (3) Price Proposal
6. **Staffing Proposal-** Part of the Proposal that identifies the staffing of the applicant who are designated as providing the services to include the staff person's name, special qualifications, formal education, work experience, and personal references.
7. **Consultant-** Person providing professional development services; may be applicant or person under the direction of the applicant.
8. **Services-** Professional development services as set forth in Exhibit A.

V. Scope of Work- ESY Services

The Applicant will provide highly qualified consultants to perform one or more of the Services (See Exhibit A) during the Term as defined below. Vendors may submit proposals for one or more sections.

VI. Components of Proposal

The Proposal submitted shall address and include the following components:

A. Applicant's Comprehensive Plan for Performing the Service(s)

Include a comprehensive description of your experience as it relates to your ESY Program Services.

Include a list of references with names and other contact information in the event the District elects to communicate with your references. Include at least three (3) institutional references who currently utilize your services.

B. Staffing Proposal:

The staff assigned to perform the services must possess adequate professional proficiency for the services and/or tasks required and that which is required by the Commonwealth of Pennsylvania for a certified special education teacher.

The District requests that the Applicant provide a Staffing Proposal as defined herein that includes identification of any person(s) who will perform the Services and their qualifications. If a vendor is chosen for an interview, the district may request documentation on the certification of the staff. Documentation may consist of resumes, certificates/licenses, documented experience and held degrees.

The District prefers that at least 40% of staff have a current working relationship with the students.

The District requests that staff will deliver services at Strayer Middle School, located at 1200 Ronald Reagan Drive, Quakertown, PA 18951 or at the home of the student dependent upon the Notice of Recommended Assignment..

C. Price Proposal:

The applicant shall submit a Price Proposal pursuant to the attached Request for Proposal attached hereto and identified as Exhibit “B.”

D. Non-Collusion Affidavit

E. Anti-Discrimination Certification

VII. Evaluation Process:

The Applicant’s Proposal will be reviewed initially by the District’s Selection Review Committee to determine responsiveness to the RFP. Non-responsive submissions may be rejected without evaluation.

The Review Committee will screen all proposals and thereafter, in their discretion, may select one or more Applicant(s) for an interview. The Applicant(s) selected for an interview must be available for interview at the District’s request.

The Proposals will be evaluated by a committee (the Selection Review Committee) chaired by the Director of Pupil Services. The evaluation will be based upon the information provided by the Applicant in its Proposal that addresses the provisions of this RFP, the interview (if one is conducted), references, and any necessary verification of information submitted in the Proposal or at the interview (if one is conducted).

VIII. Basis of Award:

The District will not base its selection solely on the lowest responsible bid as would be the case if the School Code applied and public bidding was required. Therefore, the District is under no obligation to accept and make an award based on the lowest responsible Price Proposal. The District may also reject any or all Proposals for any reason and/or terminate the selection process at any time.

The District will award a Contract for Services to the Applicant whose Proposal is determined to be the most advantageous to the District based on the provisions of this RFP. All factors including price will be considered (see Exhibit “B”). Upon receipt of the Proposals the District will negotiate with one or more Applicants the terms and conditions of a final Contract; and thereafter, will recommend the selected Applicant to the Board for approval and award of the Contract. A signed Contract substantially in the form as set forth in Exhibit A and the Price Proposal set forth in Exhibit B shall constitute the Contract between the District and the Applicant.

Protests shall be filed with the District and shall be resolved following applicable law. A protest must be in writing and must be filed with the District. A protest of solicitation must be received at the District before the proposal opening date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection.

A protest must include:

- The name, address, and telephone number of the protester
- The original signature of the protester or its representative
- Identification of the solicitation
- A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested

Exhibit “A”

Terms and Conditions of Contract for Services

General Description of the Services

Services may include consultation, advisement and facilitation, academic enhancement and support. This may include relevant teaching and learning activities, relevant pedagogy, content and conceptual development, and strategies. Services include but not limited to:

- Autistic Support I,II,III
- Multiple Disabilities Support
- Social Skills
- Life Skills Support
- Learning Support
- Emotional Support
- Speech Therapy Group/Individual
- OT Therapy Group/Individual
- PT Therapy Group/Individual
- Hearing Support
- Academic Itinerant
- MSD Itinerant
- Paraeducator 1:1

Personnel and Qualifications

A. In addition to the relevant experience and qualifications, each Staff Member/Consultant providing the Services shall meet PA statutory requirements for background checks and school policies.

Additional Services

Any additional services not covered by this Contract shall be subject to negotiation and agreed upon through an amendment to this Contract.

Term and Termination of Contract

1. Initial Term

The contract shall apply to the Summer of 2023.

ESY Services will run for 5 weeks; beginning July 3rd, 2023 - August 3, 2023.

2. Termination

The Contract shall automatically terminate at the end of the Initial term.

The Applicant may terminate this Agreement in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the District that remains uncured sixty (60) days after written notice of such breach.

Compensation

Payment to the Applicant will be made in accordance with the terms and service costs set forth in the Contract.

Location of Professional Learning

All professional learning will take place at Strayer Middle School or other buildings as determined by the Quakertown Community School District personnel.

Insurance and Indemnification

1. Insurance

The Applicant shall maintain Workers Compensation, Professional Liability, Employers Liability and comprehensive Commercial General Liability Insurance (including bodily injury, personal injury, products liability, contractual liability, completed operations and property damage) with a minimum of \$1,000,000 per occurrence and \$3,000,000 in the aggregate while providing the Services hereunder.

The Applicant shall provide School District with a certificate of insurance evidencing such coverage, naming School District as an additional insured, prior to commencement of services. The certificate of insurance must contain a provision whereby no modification, non-renewal, termination, or

cancellation of such insurance shall become effective except upon at least thirty (30) days' prior written notice to the School District. The requirements of this Paragraph shall remain in effect during the term of this Agreement. The original certificate shall be submitted to the person and address listed below:

Quakertown Community School District
Lorie Olexson- Assistant Business Administrator
100 Commerce Dr
Quakertown PA 18951

2. Indemnification

The Applicant shall indemnify, defend and hold harmless the District and its officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts or omissions of the Applicant and its employees and other agents.

The District shall indemnify, defend and hold harmless the Applicant and other officers, directors, agents and employees from and against claims, damages and expenses, including, but not limited to attorneys' fees and defense costs, arising out of or resulting from the negligent acts of the District, its agents or its employees, but only to the extent that the District shall be statutorily responsible for such claims, damages and expenses.

Nothing in this Agreement shall be construed to waive or reduce the immunities from civil liability granted by or to enlarge the limitations on immunity imposed by the Political Subdivisions Tort Claims Act.

Compliance with Laws

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation.

Successors and Assigns

Subject to the provisions regarding assignment, the Contract shall be binding on the heirs, executors, administrators, representatives, successors, and assigns of the respective parties.

Miscellaneous

1. Independent Contractor Status

Each Consultant shall at all times remain an employee of the Applicant and shall in no way be deemed to be an employee of the District. In the performance of the services, duties and obligations required of each party under this Agreement, it is mutually understood and agreed that each party shall at all times be acting as an independent contractor and that Applicant and its employees shall not be, for any purposes, employees, agents or joint ventures with the District. Nothing contained in this Agreement shall create a partnership or joint venture between the District and the Applicant for the Services provided.

2. Notice

All notices required to be given under this Agreement shall be given by personal delivery, via nationally-recognized overnight courier or by certified mail or registered mail, return receipt requested addressed as follows (or, with respect to either party, to such other address as communicated by such party to the other pursuant to this notice procedure):

To District:

Quakertown Community School District
100 Commerce Dr
Quakertown PA 18951
Attn: Janet Pelone

To Applicant:

(Fill in Position or Name and address)

Assignment

This Agreement may not be assigned by the Applicant without the written consent of the District.

Entire Agreement and Amendment

The Contract shall (including all Exhibits attached thereto) constitute the entire agreement between the parties and shall supersede all prior oral or written agreements, commitments, or understandings with respect to the matters provided for herein. No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification or discharge is sought.

Governing Law

The Contract shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania in the Court of Common Pleas of Bucks County.

EXHIBIT “B”**Price Proposal for ESY Services**

SERVICES	DELIVERY (Hourly, day, weekly)	UNIT OF COST
Life Skills		
Autistic Support I		
Autistic Support II		
Autistic Support III		
Emotional Support		
Learning Support		
MDS		
Itinerant Academic Support		
Social Skills		
Speech Individual		
Speech Group		
OT Individual		
OT Group		
Hearing/Vision Individual		
Hearing/Vision Group		
PT Group		
PT Individual		
MDS Itinerant		
Paraeducator 1:1		
Speech Consult		

OT Consult		
Nurse 1:1		
AS & ES Intensive Treatment		
Brain Steps		
Behavior Analyst Services		
Counseling		

Exhibit “C”

Bid Proposal Award Criteria

Using the One Step Scoring Method, each member of the evaluation committee must evaluate all bid proposals independently. The scoring criteria are as follows:

Cost	30%
Personnel Expertise and Qualifications	15%
Experience and References	15%
Project Management Expertise	15%
Adherence to Research-Based Practices	15%
Availability	10%

	Maximum Points Allowed	Score
<i>Cost: This will be your primary factor in evaluation.</i>		
All proposals contain a projected budget based on their program design and implementation. The goal is to evaluate the best financial guarantee to the School District.	30	
Comment:		
Personnel Expertise and Qualifications		

What are the processes and considerations for developing a schedule for professional development and embedded classroom support?	15	
<p>Comment:</p>		
<p>Experience and References</p>		
Does the bidder have a proven track record of success in other large, suburban school districts? Does the bidder include references from other successful district implementations?	15	
<p>Comment:</p>		
<p>Project Management Expertise</p>		
What experience does the bidder have in adapting the plan to meet the needs of teachers and administrators as professional learning reveals new strengths and needs?	15	
<p>Comment:</p>		

Adherence to Research-Based Practices		
Does the bidder adhere to scientifically-research based practices in reading instruction?	15	
Comment:		
Availability		
Is the bidder available to commence professional development at the start of the Quakertown Community School District's 2021 ESY programming? Is the bidder available to support teachers and administrators throughout the entirety of the Quakertown Community School District's 2021 ESY programming?	10	
Comment:		

EDGAR CERTIFICATIONS
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions are required and apply when Quakertown Community School District ("QCSD") expends federal funds for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

(A) Applicant Violation or Breach of Contract terms

Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the District. The District reserves the right to reject any services reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the District, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the District for any difference that may remain. If the District prefers to accept services which are not in accordance with the requirements of the contract documents, the District may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(B) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when QCSD expends federal funds, QCSD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal Rule (B) above, when QCSD expends federal funds, QCSD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. QCSD also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if QCSD believes, in its sole discretion, that it is in the best interest of QCSD to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s).

Any award under this procurement process is not exclusive and QCSD reserves the right to purchase goods and services from other vendors when it is in QCSD's best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the nonFederal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by QCSD, Vendor certifies that during the term of an award for all contracts by QCSD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by QCSD, Vendor certifies that during the term of an award for all contracts by QCSD resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by QCSD, Vendor certifies that during the term and after the awarded term of an award for all contracts by QCSD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The Applicant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

(H) Domestic Preferences

The Applicant should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the District.

(I) General Compliance and Cooperation with District

The Applicant agrees it shall make a good faith effort to work with the District to provide such information and to satisfy such requirements as may apply to the District's purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor