

## Request for Proposals for Equitable Services for Non Public Schools

**Reading School District** 

Proposals Due Date: Friday, August 23, 2024

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## **REQUEST FOR PROPOSAL**

The Reading School District ("RSD") is seeking a qualified third-party provider to deliver Title IA, IIA, and IVA equitable services to eligible non-public students who reside within the Reading School District boundaries. These services would include, but may not be limited to, reading or math intervention programs, parent engagement activities, professional development and summer programming.

RSD currently provides Title I equitable services to approximately 180 students in 11 nonpublic schools. Title II and IV services are currently provided at 4 nonpublic schools.

Proposals should be sent electronically in PDF format with the following subject line: "Proposal response to RSD Non-Public RFP for 24-27" to the email address listed below:

ogota@readingsd.org

#### Proposals must be received no later than Thursday, August 23, 2024.

Prospective Providers must direct and confine all inquiries and communications concerning this RFP to:

Andrew Ogot Director of Federal Programs and Grants (484) 258-7000 ext. 10123 ogota@readingsd.org

Questions sent through email should include "RSD Non-Public RFP for 24-27" in the subject line to ensure it is identified as relating to this RFP.

## **PROGRAMMATIC REQUIREMENTS**

### General

- As per Federal Regulations, all services must be secular in nature, even if provided at a faith-based site.
- Provide an opportunity for timely and meaningful consultation to occur between RSD, the nonpublic schools, and the provider to discuss how each nonpublic school will use its Title I, II and IV funds.
- Provide quarterly reports to RSD describing services conducted in the past quarter.
- Provide a final report of documentation on meeting yearly performance goals as entered on the Consolidated Application.

### Title I

- In cooperation with each nonpublic school, identify students who are academically eligible for inclusion in the nonpublic Title I Program.
- Prepare for and be available (if necessary) for the nonpublic portion of RSD Monitoring Visit from the Pennsylvania Department of Education.
- Send all required Title I letters, provided by RSD, to participating families, including the Right to Know letter, and Complaint Procedures
- Establish a teaching schedule and location for instruction in collaboration with nonpublic school administration.
- Provide a certified teacher to provide remedial instruction each week. Students must receive a minimum 30 minutes per week of remedial instruction.
- Provide high-quality reading, math, and other research-based materials to be used during student instruction.
- Provide appropriate diagnostic and benchmark testing instruments so assessment is used to drive student instruction.
- Supervise instruction, including provision of observations and formal/informal feedback to teachers
- Maintain time certifications and teacher schedules for Title I teachers

- Maintain records of how much Title I support a student receives in any given week
- Assume all financial payments for salary and benefits for assigned Title I staff
- Provide coaching for Title I nonpublic teachers as requested or needed
- Conduct a Fall Title I Informational meeting at each school
  - Facilitate the development of a School Parent Involvement Policy and School Compact for each individual building, with the input of parents.
  - Track parent attendance at events held throughout the year
  - Maintain a parent contact log for each Title I teacher at each individual building
  - Conduct a Title I parent survey in English and Spanish
- · Compile and provide student achievement reports
- Provide any other data necessary for RSD to complete Title I responsibilities as it relates to nonpublic services.

### Title II and IV

- Manage the process for nonpublic schools to use their funding for Title II and IV purposes
- Maintain and conduct inventory for all eligible items purchased using Title II or IV funds
- Invoice RSD for allocable and approved Title II and IV allocations
- Work in partnership with RSD and the nonpublic schools to ensure compliance with Title II and IV regulations and appropriate use of funds

## **RFP REQUIREMENTS**

All proposals should include a description of how the provider will meet the following requirements:

- A plan to address the programmatic requirements mentioned above
- A narrative that highlights your experience or knowledge of the following requirement areas:
  - Experience providing intervention services to students in non-public schools
    - Provide data examples that highlight student growth

- Provide references from 3 school districts
- Provide an explanation of how all students who qualify for services will receive consistent intervention during the entire school year.
- Pricing for services should be based on the approximate number of students to be served and should include:
  - The cost of teachers to provide instructional services (hourly rate, flat rate and group rate, if applicable)
  - Any Cost of instructional program beyond salaries and benefits
  - Cost to provide professional development for Title I staff
  - Any Administrative fee
- Proposers should submit a proposed Form of Contract with their Proposal

### **EVALUATION CRITERIA AND SCORING**

The School District will evaluate all Proposals submitted in response to this RFP through a School District evaluation committee based on the Proposer's ability to satisfy the requirements of this RFP in a cost-effective and efficient manner. The committee will consider each measure included in the programmatic and RFP requirements; all being weighed equally in scoring. In evaluating Proposals the following factors are the most important to RSD:

- The ability of a Proposer to ensure that the educators or service providers are qualified and experienced in the subject areas they are teaching
- The ability of a Proposer to effectively collaborate with the nonpublic schools to identify students who are academically eligible for inclusion in the nonpublic Title I program, with the understanding that the number of students served will be contingent upon funding allocations.
- The ability of a Proposer to conduct benchmark testing at least three (3) times per year to assess student needs and monitor academic progress throughout the school year.
- The ability of a Proposer to meet with parents for conferences as requested, facilitating open communication and collaboration regarding student progress

**Commented [JJH1]:** This is really unclear; provide a list of the topics here. In a previous RFP, the following was included; I recommend doing something similar here, indicating that each is weighted equally:

RSD intends to award a contract to the Proposer or multiple contracts to multiple Proposers who can best meet the district's need to provide whole school professional development and instructional coaching to selected teachers on effective ESL instruction. In evaluating Proposals, the following factors are the most important to RSD, in descending order:

The ability of a Proposer to deliver high quality professional development and resources;
The ability of a Proposer to provide research-based strategies for effective ESL instruction, including how to develop academic language and scaffold academic content;
The ability of a Proposer to provide in-person professional development and coaching;

•The ability of a Proposer to provide the frequency of services as requested on the dates needed; and •The cost of services.

- The ability of a Proposer to provide professional development and coaching to their staff to ensure educational growth and the ability to implement best practices
- The Proposer must provide at least (3) references
- The Proposer must provide itemized costs, including any administrative fees

The School District will select the Proposer for recommended award of a Contract for the work, based on the School District's evaluation and discretion as to the best qualified Proposer whose proposal best meet the needs of the School District as set forth in this RFP, and which constitute the best value to the School District, as determined in the School District's sole discretion.

The School District reserves the right to reject any and all Proposals and the right to negotiate contract terms that best serve the needs of the district with multiple Proposers during the district's review of proposals and before any contract(s) is/are awarded by the Board.

Each item in the Scope of Services and the RFP Requirements will be scored equally using a 1-4 Likert scale.

- 1- Poor response
- 2- Fair response
- 3- Good response
- 4- Excellent response.

### TIMELINE AND SUBMISSION

- Proposals must be submitted by Friday, August 23, 2024
- All proposals must be submitted electronically in PDF format to:

#### ogota@readingsd.org

• Services will begin the first week of September, 2024, pending board approval of the award of this proposal, and continue through August, 2025, with an option to renew for two additional years for a total period of three years.

## LEGAL REQUIREMENTS

#### I. EDGAR VENDOR CERTIFICATION FORM

The School District intends to pay the Provider using funding obtained from the federal government, and, thus, specific federal laws, regulations, and requirements will apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Costs Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Proposers must agree to comply with certain requirements that may be applicable to specific purchases using federal grant funds.

#### **III. PROPOSED FORM OF CONTRACT**

The Proposer shall submit a proposed Form of Contract with its Proposal. Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, 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 as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

#### **IV. TERMINATION**

Either the School District or the Provider may terminate the contract with fifteen (30) days' written notice to the other party of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, School District shall only be responsible for payment of services actually and satisfactorily performed. If School District has paid the Provider for goods or services not yet provided as of the date of termination, the Provider shall immediately refund such payment(s).

#### **V. INSURANCE**

The successful Proposer shall provide proof that it has in place general commercial liability insurance and automobile liability insurance, each with minimum coverage limits of \$1,000,000.00 on an occurrence and aggregate basis. These insurance policies shall name the School District as an additional insured. The successful Proposer shall also provide proof that it has in place workers' compensation insurance at the statutory minimum amount and shall warrant that it will maintain these required insurance policies for the duration of the contract with the School District. The successful Proposer shall furnish the School District with a written certificate evidencing that it has procured and paid for this insurance coverage and that the insurance coverage is in full force and effect.

#### **VI. ASSIGNMENT**

The successful Proposer shall not be permitted to assign its contractual duties.

**Commented [JJH2]:** Are you okay with this? The exact nature of the termination provisions are more of a busines decision.

**Commented [JJH3]:** I would check with the district's insurance broker to see if they think professional liability insurance is required.

#### **VII. SUBCONTRACTING AND SUBCONSULTING**

The successful Proposer shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

#### **VIII. WAIVER OF CONSEQUENTIAL DAMAGES**

The successful Proposer shall waive any claim against the School District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to the contract or termination thereof.

#### **IX. CLEARANCES**

The successful Proposer shall provide to the School District with the following valid clearances and certifications for each Proposer employee or subcontractor prior to performing any services for the School District:

- A Child Abuse History Clearance (Act 151);
- Federal Criminal History Records (Act 114); and
- Pennsylvania Background Checks (Act 34).

#### X. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of proposal opening. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened.

#### **XI. COLLUSIVE PROPOSALS**

By submitting a Proposal, Proposer certifies that it has not combined, conspired or agreed to intentionally rig, alter or otherwise manipulate, or cause to be rigged, altered or otherwise manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Proposal, Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

#### **XII. PROPOSAL REJECTION**

The School District reserves the right to reject any and all Proposals, or parts of a Proposal, when a rejection is in the School District's interest, in the School District's sole and absolute discretion. The School District reserves the right to reject a Proposer if they are not able to perform the contract or have previously failed to perform similar contracts properly or on time.

#### XIII. DEBARMENT AND SUSPENSION

A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2

CFR § 180, relating to "Debarment and Suspension". Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify the School District if Proposer 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.

#### XIV. BYRD ANTI-LOBBYING AMENDMENT

Proposers who apply for an award exceeding \$100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), permitting the use of federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, any 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 other award.

#### **XV. EQUAL EMPLOYMENT OPPORTUNITY**

It shall be mandatory that the Provider will not discriminate against any person upon any grounds prohibited by federal or state law.

The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Provider will comply with all provisions of Executive Order No. 11246 of September 24, 1965, concerning equal employment opportunity as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Provider will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

# XVI. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The Provider shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the Provider shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically

feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use 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 (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section.

#### XVII. ADHERENCE TO APPLICABLE LAWS

Proposers shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this RFP shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Proposer's obligations under applicable laws. The failure to specifically reference or include said matters in this RFP or a contract awarded to a successful Proposer does not excuse a Proposer from compliance with same.