



SPRING-FORD AREA SCHOOL DISTRICT

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

December 16, 2022

RE: Request for Proposal 2022-23

Dear Sir or Madam:

The Spring-Ford Area School District in Royersford, Pennsylvania, is soliciting proposals from providers/agencies who provide tutoring services for the 2022-23 school year and 2023-24 school year.

The following specifications, terms, and conditions shall be met:

1. Tutoring services are to be provided in the 2022-2023 school year and the 2023-24 school year. Services are to begin on or after February 1, 2023.
2. Tutoring services may be provided in-person or online via a platform such as Zoom. The vendor must provide access to virtual classrooms for tutoring.
3. The tutoring service will provide monthly updates as well as quarterly progress reports including the number of sessions conducted and student data.
4. The tutoring service will consult with district and building administration and potentially teachers regarding student needs.

Terms and Conditions:

1. Tutoring services will be provided by an educator who is certified in the appropriate content area. A PA certification is preferred, but a reciprocal state certification is acceptable as long as the tutor has knowledge of the PA Standards.
2. A running record of tutoring hours must be maintained by the tutoring company weekly and shared with the Assistant Superintendent for Teaching Learning and Innovation. Documentation shall be submitted indicating the number of sessions completed for each student receiving tutoring as well as the reason for any missed sessions.
3. The tutoring service will collect feedback from families before and after participating in a series of tutoring sessions. The purpose of collecting feedback from families prior to starting a series of tutoring session is to identify areas where the parents/guardians feel that the student needs support. The purpose of collecting feedback from families after a series of tutoring sessions are complete is to determine if the parents/guardians feel that the sessions were effective in supporting their child.
4. The contract may be renewed for subsequent years upon the satisfaction of both parties.
5. Proposal for services must be submitted with a cost not to exceed \$275,000 for High-Dose Tutoring. A series of tutoring sessions offered to students will consist of 10 hours of high dose tutoring. Students may be offered one session (10 hours) or multiple sessions in multiples of 10 (Ex: 20, 30, 40 hours) depending on their need. Proposals should include a per session cost.



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6. Proposal for services should also include an option for drop-in homework help for grades 5-12 for consideration. The primary focus for the district will be on offering high dose tutoring to specifically identified students, however the district may consider offering drop-in homework help as needed.
7. **Deadline for questions regarding this Request for Proposal shall be 4:00 p.m. January 4, 2023. All questions shall be submitted to kbaie@spring-ford.net**
8. **All proposals must be clearly marked “Sealed Proposal” on the outside of the envelope and delivered to the attention of Dr. Kelly Murray, Assistant Superintendent for Teaching, Learning and Innovation, at the Spring-Ford Area School District’s Administration building by 3:00 p.m. on January 6, 2023.**
9. **If you decide to mail your proposal, be sure they are delivered by the deadline. Proposals may be hand delivered to the District Office until 3:00 p.m. on January 6, 2023. Proposals will be opened at the District Office at 12:00 p.m. on Monday, January 9, 2023.**
10. **Any proposals received after 3:00 p.m. January 6, 2023, will be returned unopened.**
11. **A minimum of two (2) proposals will be selected for in-person discussions. In-person discussions with vendors will take place on Thursday January 12th between 12:00-2:00 via Zoom. The successful contractors will be notified of their ½ hour interview time on Tuesday January 10th.**
12. District shall use the scoring matrix located in EXHIBIT A to evaluate and select qualified applicants.

Special Terms and Conditions:

I. COMPLIANCE WITH APPLICABLE LAW

Contractor agrees that, in performance of the services required under this Agreement, Contractor has full and sole responsibility for compliance with all applicable laws, statutes, ordinances and regulations. Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.

Tutoring services will be provided by an educator who is certified in the appropriate content area. A PA certification is preferred, but a reciprocal state certification is acceptable as long as the tutor has knowledge of the PA Standards. Copies must be submitted to the District prior to commencement of services.



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The Contractor and its staff agree to follow all federal and state laws, regulations, standards, and guidelines pertaining to the provision of the services contained in this contract, including but not limited to:

- a. Act 212 of 1990
- b. State regulations and standards at 22 PA Code Chapters 14
- c. Part B of the Individuals with Disabilities Education Act-04, including Section 619 of that Act as amended from time to time
- d. Federal regulations at 34 CFR Parts 300 and 301, as amended from time to time
- e. District Board – Approved Policies, including but not limited to
 - i. for the collection, maintenance & dissemination of student records, and
 - ii. behavior supports and use of restraints.

The Contractor agrees to treat its employees, applicants for employment, independent contractors, or any other persons, as well as the students served, in a non-discriminatory manner, in keeping with applicable state and federal laws (including but not limited to Title VI, Title VII, Title IX, Section 504, Americans with Disabilities Act, Pennsylvania Human Relations Act). No person shall be discriminated against by the business associate because of race, color, religious creed, ancestry, national origin, sex, age, or disability.

II. CRIMINAL REPORTS, ABUSE CLEARANCES, TRAINING

Prior to performing any service pursuant to this Agreement, each Employee of the Contractor or sub-contractor (see definitions, below) shall:

1. Complete and submit to the Contractor standard “Sexual Misconduct/Abuse Disclosure Release” forms, the same form as developed by the Pennsylvania Department of Education, for each current employer and each past employer where the employee had either direct contact with children or the employer was a school entity. (As used in this subsection, “direct contact with children” shall mean the “possibility of care, supervision, guidance or control of children or routine interaction with children.”) The Contractor shall send such completed forms to the identified other employers. Where the Employee or the other employers indicate an affirmative response to any of the questions therein, the Contractor shall not utilize that employee to fulfill the requirements of this Agreement. Where any such other employers do not respond within the allotted 20 days or return an incomplete response, Contractor shall notify the District and the District shall have sole discretion whether to permit Contractor to utilize that employee in the performance of this Agreement.
2. Obtain federal and state police reports of criminal history record information (“Criminal History Reports”) pursuant to the Pennsylvania Public School Code of 1949, Section 111, as amended. Employee shall obtain Criminal History Reports and provide the same, through Contractor, to the District together with a completed form PDE-6004 (criminal arrest/conviction self-reporting form). Any costs for such a reports will be borne by the Contractor or Employee, but not by the District. No Criminal History Report older than 1 year at the time of submission shall be accepted. The District shall evaluate the contents of the various documents in light of the requirements of 24 P.S. §1-111(e) and (f.1) to determine if the Employee may work on site. If the



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District determines the Employee may not work on site, it shall notify the Contractor of that fact. Contractor may not, thereafter, utilize that Employee at the District. If an Employee who was previously permitted to work on-site is thereafter arrested or convicted of any offense identified in 24 P.S. §1-111(e) or (f.1), Contractor must notify District of that arrest or conviction through submission of a subsequent PDE-6004 form. If such a new conviction makes the Employee ineligible to work on-site, Contractor shall not permit such individual to work on-site. Where the District has some reasonable belief that an Employee of Contractor employees has been arrested or convicted of an offense which should have been reported, the District may compel the employee to obtain a new set of federal and state police reports at the District's expense. In addition to any other remedies for default, Contractor's failure to adhere to the requirements of this paragraph shall result in a penalty in the amount of \$100.00 for each day that any one of Contractor's Employees was permitted to work on-site without proper clearance or following a determination that such an Employee is barred.

3. Obtain a Child Abuse Clearance pursuant to the Child Protective Services Law, 23 Pa.C.S. §6301, et seq., as amended, and provide a copy of the same to the District for review. Any costs for such a clearance will be borne by the Contractor or Employee, but not by the District. No such Clearance may be submitted more than 1 year after it is issued. To the extent that any Child Abuse Clearance report obtained pursuant to this paragraph indicates that an Employee has been determined to be a perpetrator of a founded report of child abuse committed within 5 years of the clearance report, such an Employee shall be barred from performing services pursuant to this Agreement. Where an Employee is later determined by an appropriate agency to be the perpetrator of a founded or indicated report of child abuse, the Contractor shall notify the District of that determination immediately, but not longer than 72 hours after the Employee is listed in the Statewide database for such a finding. If the District has a reasonable belief that any one of Contractor's Employees has been named as a perpetrator in founded or indicated report of child abuse, the District may require that the Contractor obtain a new Child Abuse Clearance report for that Employee at the District's expense. In addition to any other remedies for default, Contractor's failure to adhere to the requirements of this paragraph shall result in a penalty in the amount of \$100.00 for each day that any one Contractor's employee was permitted to work on-site when the information provided or required to be provided did or would have resulted in that employee being barred.
4. Ensure that all Employees obtain the requisite training related to child abuse recognition and reporting pursuant to Act 126 of 2012. To that end, the District shall provide Contractor any relevant District policies for Contractor to incorporate into its training. Contractor shall ensure that during each 5 year period thereafter, each Contractor's Employee shall receive 3 additional hours of training in the statutorily required areas. Contractor shall submit an affidavit to the District within 60 days of the contract's commencement attesting that each Employee, listed by name and date of completion, has completed the required training. Contractor shall submit within 60 days of the subsequent hire of any additional Employees a supplemental affidavit with similar information.

Contractor shall ensure that each of its Employees will submit to the District a newly acquired Criminal History Report and Child Abuse Clearance each within 60 months of the date of the last such Report and Clearance. Any Contractor's Employee whose renewed Clearance or Report is overdue shall be barred



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from the District until the District had reviewed and approved the renewed documents. It shall be the Contractor's responsibility to ensure all contractual duties are performed even where particular Employees are barred through this Section, and a failure to perform such contractual responsibilities despite the loss of personnel will be considered a breach.

All documentation listed above must be submitted to the Human Resources Department prior to commencement of services.

As used in this section:

"Employee" shall include independent contractors of Contractor or sub-contractor, and where the Contractor will perform services without employees or independent contractors, "Employee" should be read to mean the Contractor him- or herself.

"Contractor" shall include Contractor's sub-contractors.

III. INDEMNIFICATION AND RELEASE

Contractor agrees to indemnify, protect, defend and save harmless District, its Directors, officers, agents, workers, servants or employees of and from any and all claims, demands, causes of action, suits, damages, costs, expenses, including reasonable attorney's fees, which may arise directly or indirectly, in whole or in part, from or by any reason of any and all accident, personal injury, loss of life, or property or damage claim of any nature, or any other claim that may be raised by any party, including but not limited to the Spring-Ford Education Association, to the persons or property of any person or individual, including corporations or partnerships, in connection with or arising from the services rendered by Contractor hereunder, excepting those arising from negligent acts or omissions of District, Directors, officers, agents, servants or employees, other than from entering into the within Agreement.

Contractor hereby further releases District, its Directors, officers, agents, workers, servants and employees from any and all manner of liability whatsoever, whether it be in law or in equity, as to any kind and all kinds of damages, which shall include but not be limited to personal injury and damage to personal property, resulting to the Contractor, her agents, servants or employees in the performance of this Agreement.

The District reserves the right to request the removal of a Contractor staff member from the contract with the Contractor, if the District believes that Contractor staff member is not conforming to appropriate standards of the District.

IV. INSURANCE.

Contractor agrees to carry, for the duration of this Agreement, employers and public liability and property damage insurance and adequate workers' compensation insurance coverage in amounts acceptable to District for the duration of this Agreement. All insurance coverage's shall be with companies authorized to do business in the Commonwealth of Pennsylvania, and certificates of coverage shall be furnished to District prior to the commencement of services to be provided under this Agreement. No such insurance shall be changed or canceled during the period of performance hereof without fifteen (15) days' prior written notice and written consent of District. District must be named or additional insured on all such insurance coverage's to be provided.



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V. ASSIGNMENT AND SUBCONTRACT

Contractor shall not assign this contract or any monies due to or become due hereunder without the prior written consent of the District.

No subcontract shall be made with any other party for furnishing any of the work or services to be provided in accordance with this Agreement without the prior written consent of District.

VI. APPLICANT VIOLATION OR BREACH OF 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.

VII. TERMINATION

The District may terminate the contract in the event of a breach of any material term, condition, covenant, warranty or representation set forth herein by the Applicant that remains uncured thirty (30) days after written notice of such breach. The District may terminate or cancel the contract at any time for the District's convenience, and without cause, by providing sixty (60) days advance written notice to the Applicant. 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).

At termination of this Agreement, regardless of the conditions of termination, the Contractor shall leave District's property under his care in as good condition as it was at the time of acceptance of this Agreement.



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The determination of such conditions shall be made by District.

VIII. SECURITY AND OTHER REQUIREMENTS

Contractor, her agents, servants and employees, agree to comply with all of the necessary security requirements and other typical requirements governing the operation of District's buildings as established by District from time to time.

IX. MISCELLANEOUS

It is hereby understood that District does not agree to use Contractor exclusively.

X. DEBARMENT AND SUSPENSION

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 1966 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. The Applicant certifies that the Applicant is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. 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.

XI. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352) – Applicants who 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 USC 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. As applicable, Applicant agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

XII. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS



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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:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) 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;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) 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
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

XIII. 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.

XIV. 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.

XV. PRIOR AGREEMENT SUPERSEDED

This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Agreement contains the complete and final understanding between District and Contractor, and no agreement or other understanding in any way purporting to modify the terms or conditions hereof shall be binding upon the parties hereto unless made in writing and signed by both parties.

Other General Information:

Spring-Ford Area School District Mission Statement:

Spring-Ford Area School district cultivates academic excellence, embraces inclusivity, fosters wellness and purposefully integrates technology and innovation.



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Spring-Ford Area School District Vision Statement:

Spring-Ford Area School District is committed to empowering students to follow individual and diverse educational pathways, preparing them for success in local and global communities.

Spring-Ford Area School District Values:

- By fostering intrinsic motivation, students will develop dedication and passion.
- Students are willing to take risks and self-advocate, persevere and build resilience to overcome obstacles.
- Students have a sense of diversity and understanding of others. Students are a source of inclusion.
- Students will engage in self-management, self-reflection, and have the confidence to access support.
- Students can build their own perspectives by interacting with the community.
- Spring-Ford staff members are positive role models for students and demonstrate dedication, passion, and empathy.
- Spring-Ford staff members support student strengths in the classroom, school and beyond.
- Spring-Ford staff members create and support a classroom culture that encourages student growth.
- Spring-Ford staff members lead students to develop their own perspectives and understandings, not to direct, lead or influence their perspectives.
- Spring-Ford staff members help students to engage in the world around them.
- Spring-Ford staff members help students to develop skills to be a contributing member of society.
- Spring-Ford staff members foster an environment of inclusivity.
- Administration will offer opportunities for staff to develop so that they may meet the district values and priorities.
- Administration will have transparency in developing curriculum in order to meet the needs of all students.
- Administration will provide the resources needed to follow through on district values and priorities.
- Administration will develop strategic plans and monitor progress to work toward continual improvement.
- Administration fosters an environment of inclusivity.
- Families will communicate with teachers and administration when concerns arise, as well as to celebrate successes.
- Families will serve as partners in their child's education through active involvement and communication with teachers and administrators.
- The community will support the vision of Spring-Ford Area School District, staff members students and events.
- Spring-Ford Area School District will provide opportunities for partnerships within the community to support the vision of the district.

Demographics:



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Spring-Ford Area School District (SFASD) is located in the western central portion of Montgomery County and in the eastern central section of Chester County. The district is comprised of the Townships of Limerick and Upper Providence and the Boroughs of Royersford and Spring City. The growing community of approximately 50,922 straddles the route 422 bypass and offers the best of both a small-town atmosphere and proximity to metropolitan attractions. The district is characterized by small towns, suburban neighborhoods and open areas. The location offers easy access to the cultural appeal of Philadelphia, as well as the warmth and nurturing feel of suburban America.

The district is approximately twenty miles northwest of Philadelphia, Pennsylvania; twenty-five miles south of Reading, Pennsylvania; and five miles north of Valley Forge, Pennsylvania. The district has a combined land area of 44.4 square miles and the 2020 U.S. Census population of the district is 50,922, compared to the 2010 U.S. Census population of 47,368. This represents an increase of 3,354 or nearly 7.5%. The Spring-Ford Area School District has approximately 7,900 students.

School Information

Brooke Elementary School

339 North Lewis Road, Royersford, PA 19468

Evans Elementary School

125 Sunset Road, Limerick, PA 19468

Limerick Elementary School

81 Limerick Center Road, Royersford, PA 19468

Oaks Elementary School

P.O. Box 396, Oaks School Drive, Oaks, PA 19456

Royersford Elementary School

450 Spring Street, Royersford, PA 19468

Spring City Elementary Hybrid Learning School

190 South Wall Street, Spring City PA 19475

Upper Providence Elementary School

833 South Lewis Road, Royersford, PA 19468

5-6 Grade Center

833 South Lewis Rd. Building 2, Royersford, PA 19468

7th Grade Center

833 South Lewis Rd. Building 2, Royersford, PA 19468

8th Grade Center

700 Washington Street, Royersford, PA 19468

Spring-Ford Senior High School

9th Grade Center

400 South Lewis Road, Royersford, PA 19468

Spring-Ford Senior High School

10th-12th Grade Center

350 South Lewis Road, Royersford, PA 19468

District Office

857 South Lewis Road, Royersford, PA 19468



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EXHIBIT A