



# SPRING-FORD AREA SCHOOL DISTRICT

SPECIAL EDUCATION DEPARTMENT

857 SOUTH LEWIS ROAD, ROYERSFORD, PA 19468

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March 22, 2023

RE: Request for Proposal 2023-2024

Dear Sir or Madam:

The Spring-Ford Area School District in Royersford, Pennsylvania, is soliciting proposals for the following positions:

- Occupational Therapists
- Physical Therapists
- Social Worker
- Crises Counselors
- Behavior Technicians/PCAs

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

1. Services are to be provided in the 2023-2024 school year. Services are to begin the week of August 28th, 2023, and thereafter.
2. Service providers will provide monthly updates as well as quarterly progress reports for all students.
3. Provide consultation services with general education and special education teachers, other related services providers, and any other district staff as outlined in the IEP.
4. Adhere to service frequencies (how many times per cycle) and type of support (individual or small group) as outlined in the student's current IEP.
5. Assists in developing interventions, functional behavior assessments and behavior plans for the purpose of providing a safe and effective educational environment for students with challenging behaviors.
6. Participates in a variety of meetings, workshops, and committees for the purpose of conveying and/or gathering information required to perform functions and remaining knowledgeable with program guidelines.
7. Participates in the IEP and/or evaluation process as a team member for students with significant behavioral issues.



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8. Consults with parents and guardians regarding best practices when dealing with individual student behavioral issues.

## **Terms and Conditions:**

1. Transportation between school sites shall be the responsibility of the contracted company.
2. District will provide access to technology including internet, district e-mail, and the district's student management system (Skyward).
3. The contract may be renewed for subsequent years upon the satisfaction of both parties.
4. Quotations should be submitted for services.
  - Deadline for questions regarding this Request for Proposal shall be:
    - Questions shall be submitted to [tgiam@spring-ford.net](mailto:tgiam@spring-ford.net) by 1:00 p.m. on 04/05/23.
    - All proposals must be clearly marked "Sealed Proposal" on the outside of the envelope and delivered to the attention of Dr. Tina Giambattista, Assistant Superintendent, at the Spring-Ford Area School District's Administration building by 3:00 p.m. on 04/10/23.
    - Any mailed or hand-delivered proposals must be delivered by the deadline. Any proposals delivered after 3:00 pm on 04/10/23, will be returned unopened.
    - Proposals will be opened on 04/11/23 by 1:00 pm.
    - A minimum of two (2) proposals will be selected for in person discussions. The successful contractors shall be notified within ten (10) days of when the proposals are opened with a date and time for further discussion.
    - 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.



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Additionally, Contractor has the sole responsibility for compliance with all other matters in conjunction with the services to be performed hereunder.

It is agreed that if the services provided herein are those of a speaking engagement in addition to the above, contractor agrees to limit the presentation to the subject material requested and that provided to the District prior to the speaking engagement.

All Contractor personnel must possess current and appropriate Pennsylvania Department of Education certification and/or Pennsylvania licensure as required to perform the functions of their role. Copies must be submitted to the District prior to commencement of services.

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



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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 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



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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 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.

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.



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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.

## **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



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requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected 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. 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.



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## **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**

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;





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- 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.

### **VIII. 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:**

- Educating with dedication and passion
- Challenging each student to their fullest potential
- Educational opportunities beyond academics
- Respect and integrity
- Value diversity
- Health, wellness and safety
- Global citizenship
- Collaboration and teamwork
- Personal and social responsibility
- Hiring and retaining the highest quality staff
- Fostering critical thinking and real-world application

## **Demographics:**

Spring-Ford Area School District (SFASD) is 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.



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## 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**

#### **9<sup>th</sup> Grade Center**

400 South Lewis Road, Royersford, PA 19468

### **Spring-Ford Senior High School**

#### **10<sup>th</sup>-12<sup>th</sup> Grade Center**

350 South Lewis Road, Royersford, PA 19468

### **District Office**

857 South Lewis Road, Royersford, PA 19468

# EXHIBIT A

## VENDOR SCORECARD TEMPLATE

Scores Available from 1-5. Basis for scoring must be listed with specific examples.

### CRITERIA CHECKLIST

1. Performance Requirements/Specifications	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Services are to be provided in the 2023-24 school year. Services are to begin the week of August 28th and thereafter.	0	0	0	
Provider will provide monthly updates as well as quarterly progress reports for all students	0	0	0	
Provide consultation services with general education and special education teachers, other related services providers, and any other district staff as outlined in the IEP.	0	0	0	
Adhere to service frequencies (how many times per cycle) and type of support (individual or small group) as outlined in the student's current IEP.	0	0	0	
Participates in a variety of meetings, workshops and committees for the purpose of conveying and/or gathering information required to perform functions and remaining knowledgeable with program guidelines.	0	0	0	
Participates in the IEP and/or evaluation process as a team member for students with special needs.	0	0	0	
Consults with parents and guardians regarding best practices when dealing with individual student behavioral issues.	0	0	0	
<b>Average Score</b>	<b>0</b>	<b>0</b>	<b>0</b>	
2. Consistency of Service	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Attendance guarantee and provision of alternate professional staff	0	0	0	
<b>Average Score</b>	<b>0</b>	<b>0</b>	<b>0</b>	
3. Cost	VENDOR 1	VENDOR 2	VENDOR 3	BASIS FOR SCORE
Cost of Service	0	0	0	
Quality of Service	0	0	0	
<b>Average Score</b>	<b>0</b>	<b>0</b>	<b>0</b>	

CRITERIA SCORES	WEIGHT	VENDOR 1 WEIGHTED SCORE	VENDOR 2 WEIGHTED SCORE	VENDOR 3 WEIGHTED SCORE	NOTES
1. Performance Requirements/Specifications	0.20	0.00	0.00	0.00	
2. Consistency of Service	0.30	0.00	0.00	0.00	
3. Cost	0.50	0.00	0.00	0.00	
<b>Total Score</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	