

RFP for Middle School High-Dosage Tutoring Program

Introduction

The Reading School District (“RSD”) is seeking at least one (1) third-party provider (the “Provider”) to administer daily **in-person** English Language Arts high-dosage tutoring at RSD middle schools for the 2022-2023 school year:

Southern Middle School
Northwest Middle School
Northeast Middle School
Southwest Middle School
Central Middle School

Proposals will be reviewed by RSD administration to identify the most appropriate Provider who has the capacity to effectively provide high quality **in-person** English Language Arts tutoring.

I. Program Compliance

- The Provider will supply 5-10 qualified tutors per school: 25-50 tutors in total.
- Each tutor will work on a 10:1 student to tutor ratio and focus on various ELA standards.
- The Provider will supply their own curriculum and resources, vetted by RSD’s curriculum team.
- The Provider will track student progress to share with teachers and families.

II. Scope of Service

NUMBER OF MIDDLE SCHOOLS REQUIRING TUTORING SERVICES	5
APPROXIMATE NUMBER OF STUDENTS TO BE SERVED	250-500
GRADE LEVEL RANGE OF STUDENTS TO BE SERVED	5-8

III. Information Requested

- a) General Information regarding your business. Information must include the following:
- Type of Company (e.g., LLC, S Corp, etc.)
 - Total Number of Employees
 - Years in Business
 - Summary of Services
 - References - three (3) required, ideally from school districts similar to RSD.

b) Instructional Service Description

1. History of service delivery

- a. Include your company's history of providing like services to students, especially in-person tutoring to middle grade students, and working with local education agencies.

2. Personnel Monitoring

- a. Describe how your company monitors and evaluates employee performance.
- b. Confirm that all employees, including sub-contractors, who would provide services per this RFP are properly licensed.

3. Service Delivery for 2022-2023

- a. Describe the services your company can provide, including, but not limited to:
 - i. Reading Intervention instruction and curriculum, specially designed instruction, and any other anticipated services.
 - ii. Minimum and maximum number of students your agency can serve and grouping of students.
 - iii. Maximum frequency of instruction your company could provide weekly (1x per week, 2x per week, etc.) and time length of an instructional period (30 minutes, 50 minutes, etc.)

4. Pricing

- a. A breakdown of cost of services for the remainder of the 2022-2023 school year needs to be included in the contract

IV. Contact Information for Questions and Information

Prospective Providers ("Proposers") must direct and confine all inquiries and communications concerning this RFP to Andrew Ogot. Proposers are encouraged to submit any questions as soon as possible, but no later than October 17, 2022, at 5 p.m. Questions should include "High-Dosage Tutoring RFP" in the subject line to ensure it is identified as relating to this RFP.

Andrew Ogot
Director of Federal Programs and Grants
Reading School District
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Reading, PA 19601
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ogota@readingsd.org

V. Proposal Evaluation and Award

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 high-dosage tutoring to district middle school students. In evaluating Proposals, the following factors are the most important to RSD, in descending order:

- The ability of a Proposer to provide 100% in-person tutoring,
- The frequency and duration of instruction,
- The cost of services,
- The ability of a Proposer to provide a 1:10 tutor to student ratio, and
- The quality of the Proposer's curriculum.

While pricing is an important consideration, the final determination will not be made solely on the basis of cost. **RSD reserves the right to award a contract to more than one Proposer if multiple contracts would best meet the district's needs, as determined in RSD's sole discretion. To that end, Proposers are encouraged to submit Proposals even if they do not have the capacity to serve all of the middle schools but would be able to meet all of the other requirements listed. RSD also reserves 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.**

OTHER INFORMATION

I. TIMELINE

- Date Issued: October 12, 2022
- Deadline for inquiries: October 17, 2022 at 5 p.m.
- Proposal Due Date/Time: October 21, 2022 at 12 p.m.
- Project Timeline: Services will commence on November 1, 2022 and terminate on June 2, 2023.

II. EDGAR VENDOR CERTIFICATION FORM

When RSD seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may 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, which 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.

IV. TERMINATION

Either the RSD or the Provider may terminate the contract with fifteen (15) 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, RSD shall only be responsible for payment of services actually and

satisfactorily performed. If RSD 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 RSD 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 RSD. The successful Proposer shall furnish RSD 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.

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 RSD.

VIII. WAIVER OF CONSEQUENTIAL DAMAGES

The successful Proposer shall waive any claim against RSD 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 RSD with the following valid clearances and certifications for each Proposer employee or subcontractor prior to performing any services for RSD:

- 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 RSD. 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

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

XIII. ADDITIONAL LEGAL REQUIREMENTS

a. 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 RSD 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.

b. 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.

c. 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.

d. 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.

e. 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.

XIV. MANNER AND DUE DATE FOR PROPOSAL SUBMISSIONS

Proposers should submit their Proposals to Joseph Chiarelli, Purchasing Supervisor for the Reading School District. Proposals should be submitted via mail or hand delivery to 800 Washington Street, Reading, Pennsylvania 19601. No email, telephonic, or facsimile Proposals will be accepted. Proposals must be submitted by October 21, 2022 at 12:00 p.m.