

SHAMOKIN AREA SCHOOL DISTRICT

REQUEST FOR PROPOSALS

Title: Request for Proposal Trauma/SEL Plan Consultant-Trainer

Issue Date: November 23, 2021

This document constitutes Shamokin Area School District's (hereafter called the "District" or "SASD") Request for Proposals ("RFP") soliciting proposals from qualified individuals, firms or organizations to provide consulting, planning, and training services as described in this RFP.

PROPOSALS FOR PROVIDING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED NO LATER THAN: 1:30 PM, Eastern, on Monday, December 20, 2021. Proposals submitted after that time and date will be rejected.

PROPOSALS SHALL BE SUBMITTED TO:

Business Manager
Shamokin Area School District
2000 West State Street
Coal Township, PA 17866

Or emailed to kcolangelo@indians.k12.pa.us

All inquiries for information regarding Proposal Preparation and Submission Requirements shall be in writing and shall be directed to:

Curriculum Coordinator
Shamokin Area School District
2000 West State Street
Coal Township, PA 17866
Tel. No. 570.648.5752
Email: mtkomara@indians.k12.pa.us

All other communications and questions regarding this RFP must be directed to the above individual.

Any and all responses to written requests for information and questions will be in writing and will be sent to all known interested parties. Any oral responses will be considered unauthorized and non-binding on the District.

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I. RFP INSTRUCTIONS AND CONDITIONS

INTRODUCTION

The purpose of this RFP is to select a vendor that will provide training and technical assistance to support Shamokin Area School District in the development of a professional/coaching plan. The plan will outline training and coaching for district staff and community partners to implement comprehensive Trauma Sensitive Schools practices that are embedded within the Multi-Tiered System of Support (MTSS) framework. The contract term is estimated to begin as soon as possible and end no later than August 15, 2024.

PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

- A. In order to be considered, proposers must submit one (1) hardcopy of the proposal. Proposals shall include signed copy of Certification of Proposal. Proposals may be submitted by mail or via email. Proposals shall be delivered to:

Business Manager
Shamokin Area School District
RFP Trauma/SEL Plan Consultant -Trainer
2000 West State Street
Coal Township, PA 17866

Or email: kcolangelo@indians.k12.pa.us
Subject of email should be: RFP Trauma/SEL Plan Consultant - Trainer

PROPOSALS FOR FURNISHING THE SERVICES DESCRIBED HEREIN MUST BE RECEIVED BY 1:30 PM, Eastern, on Monday, December 20, 2021. Proposals submitted after that time and date will be rejected and returned.

- B. Proposals shall be prepared simply, but completely, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. At the same time, proposals should be as thorough and detailed as possible so that the District may properly evaluate the Proposer's capabilities to provide the required services.
- C. Proposers must include at least the following information, data and responses labeled accordingly in their proposals
- (1) Proposer's full name and principal office address, and descriptions of the type of business entity (e.g., publicly held corporation, private non-profit, proprietorship, partnership, etc.).
 - (2) The name, title, mailing address, telephone number, fax number, and email address of the contact person for this RFP and the proposal.
 - (3) A summary description or work plan which describes how Proposer intends to perform the required

services and include a description of any involvement and responsibilities which would be required of the District. Please include a timeline of these activities.

- (4) The names, if available, of the employees, persons or contractor(s) proposed to perform the services, and describe the qualifications and experience of each.
 - (5) Pricing structure for services provided.
- D. Proposers must provide a description or evidence of their experience and qualifications to undertake and to provide the services described in this RFP with a particular emphasis upon experience and services provided to school districts.

AWARD

Award(s) will be made to the responsive and responsible Proposer(s) whose proposal(s) is deemed to be most advantageous to the District, taking into account overall content of the proposal, cost, overall proposal, experience and qualifications of the firm and staff assigned and quality and content of the manner in which the services are proposed to be performed. The District reserves the right to split the award or to make multiple awards, and to make award on a part or portion of a proposal. The District may request additional information and/or an interview with some or all Proposers as part of the selection process. In no event shall the District be required to explain the evaluation process or award selection to any Proposer.

RIGHT TO REJECT

The District reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities in any proposals. Conditional proposals will not be accepted.

PROPOSALS FINAL

All proposals shall be deemed final, conclusive and irrevocable, and no proposal shall be subject to correction or amendment for any error or miscalculation.

COST OF PREPARATION

The cost of preparing and submitting a response to this RFP will be assumed solely by each Proposer, whether or not any agreement is signed as a result of this RFP.

OWNERSHIP OF SUBMITTALS

All completed proposals submitted in response to this RFP become the property of the District upon submission. The District may use the proposal for any purpose deemed appropriate. The proposal material may become part of any contract between the successful Proposer and the District.

RFP INTERPRETATION

Interpretation of the wording of this RFP will be the responsibility of the District and that interpretation will be final and binding.

PRICE

Proposers are cautioned that services must be furnished at the fees, costs and/or rates submitted and proposed unless otherwise stated. No increase in costs will be permitted during the term of the contract.

CONTRACT

The Shamokin Area Board of Education must formally approve the award of any contract(s) or agreement to purchase with approval anticipated to be received in January 2022. The successful Proposer will be required to enter into a written contract with the District which will include, but not be limited to, the scope of services described herein and the contract provisions included herein.

FEDERAL GRANT TERMS AND CONDITIONS

Federal funds are being used to pay for all or part of this purchase. Any supplier receiving these funds as full or partial payment for goods or services must be able to comply with the following federal terms and conditions.

These terms and conditions are dictated by the funding agency. The District must comply by insuring that the supplier selected understands and can abide by the funding agency requirements. The District cannot deviate from or alter the terms and conditions required by the funding agency. The Supplier agrees, with respect to the award (purchase order, contract, or subcontract), to be bound by the following applicable Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200): The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards incorporated by reference, with the same force and effect, as if they were given in full text. The full text of the appendices may be accessed electronically at:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Equal Employment Opportunity

Rights to Inventions Made Under a Contract or Agreement. 37 CFR Part 401

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Byrd Anti-Lobbying Amendment (31 U.S.C. 135)

Debarment and Suspension (E.O.s 1259 and 12689)

Procurement of Recovered Materials pursuant to 2 C.F.R. § 200.322

Davis-Bacon Act: As amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the

Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The contracts must also include a provision for compliance Revised March 2018 73 with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contract Work Hours and Safety Standards Act Clause. (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers, supplier must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)

Supplier agrees and acknowledges that, to the best of the best of the supplier's knowledge after due inquiry, there exists no actual or potential conflict of interest between a District employee, or his or her immediate family member or partner, and Supplier.

Supplier agrees and acknowledges that the amounts to be paid by District for the goods or services under this agreement will include a reasonable allowance for profit.

USE OF INFORMATION

- A. Any specifications, drawings, sketches, models, samples, data, computer programs or documentation or other technical or business information ("Information") furnished or disclosed to interested parties under this RFP, or as the result of this RFP, shall remain the property of District and, when in tangible form, all copies of such information shall be returned to District upon request. Unless such information was previously known to a party, free of any obligation to keep it confidential, or has been or is subsequently made public by District or a third party, it shall be held in confidence by such party, shall be used only for the purposes of this RFP, and may not be used for other purposes except upon such terms and conditions as may be mutually agreed upon in writing.
- B. No specifications, drawings, sketched, models, samples, tools, or other apparatus programs, technical information or data, written, oral or otherwise, furnished by any interested party to the District under this RFP shall be considered to be confidential or proprietary.

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II. CONTRACT TERMS AND CONDITIONS

A. INTRODUCTION TO THIS SECTION

The successful Proposer will be expected to enter into a written contract with the District. The terms and conditions in this section are expected to be incorporated into any contract awarded as a result of this RFP. In submitting a proposal, the Proposer agrees to the terms and conditions in this section, unless a statement is made to the contrary. Acceptance of alternate language, terms and conditions is at the sole discretion of the District. While the exact term of the contract is subject to final determination, the successful Proposer would be expected to commence the services as soon as possible and complete the services on or about August 15, 2024. The following terms and conditions are not to be considered complete, and other terms and conditions will be included in any resulting contract.

B. WARRANTY FOR SERVICES

Contractor warrants and represents to the District that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.

C. REMEDIES FOR UNSATISFACTORY SERVICES

In the event Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the District at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the District all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed to be mutual and severable, and not exclusive.

D. INSURANCE

- A. Contractor shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts herein described.
- B. The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability
- C. arising out of the performance of Contractor's Services under this Agreement.
- D. Certificates of insurance of Contractor's insurance coverage shall be furnished to the District at the time of commencement of the Services.
- E. All such insurance shall provide for notice to the District of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

E. TERMINATION

- A. The District may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.
- B. In the event of a breach of this Agreement by either Contractor or the District, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

F. INDEMNITY

Contractor agrees to indemnify and hold harmless the District and the members of the Shamokin Area Board of Education, and the District's officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the District or any members, officers, employees, servants or agents of the District on account of or resulting from injury, or claim of injury, to person or property arising from Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor.

G. REPORTING

During the term of this Agreement, Contractor shall report to, and confer with, the District's Curriculum Coordinator and/or their designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other District administrators, officers and employees as directed, or as may be necessary or appropriate.

H. LICENSES AND PERMITS

Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform the Services.

I. CONTRACTOR REPRESENTATIONS

Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Pennsylvania and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor

will comply with all State, federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable District policies and regulations.

J. INDEPENDENT CONTRACTOR

The District and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Contractor and Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the District or to attempt to bind the District.

CERTIFICATION OF PROPOSAL

I (We) have read the Shamokin Area School District Request for Proposal and fully understand its intent. I (We) certify that I (we) Have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by Shamokin Area School District.

I (We) certify that all information contained herein shall be considered part of the entire RFP and that the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

Proposer's Name

Authorized Signature

Name and Title

Telephone

Date