

Request for Proposals

The Bald Eagle, Bellefonte, and Penns Valley Area School Districts, hereafter referred to as the "Districts," are accepting Proposals for the following:

Alternative Education Services

All Proposals must be submitted in accordance with the specifications supplied herein by the Districts. Proposals will be received until **12:00 p.m., April 10, 2017**. It is expected that the bid will be awarded at the board meetings of the respective Districts not later than May, 2017.

March 20, 2017

Request for Proposals

The Districts are accepting Proposals for the following:

Alternative Education Services

Time and Place of Bid Opening

Proposals will be received until **12:00 p.m., April 10, 2017** via regular mail or in person. Proposals should be submitted to Dr. Richard C. Makin, President, Central PA Institute of Science and Technology (CPI), 540 North Harrison Road, Bellefonte, PA, 16823. Proposals may be withdrawn 90 days after opening if no award has been made.

Intent

The Intent of this request is to obtain Alternative Education Services for the 2017-18 school year with options to extend on an annual basis through the 2019-20 school year. In order to be considered, interested providers must be PDE approved to provide alternative education.

Submittals Required

- A. Please submit evidence of PDE approval to provide alternative education services.
- B. Please provide a list of school districts or other organizations that currently utilize your services.
- C. Please provide names, titles, and telephone numbers for three references.
- D. Please provide names, resumes, and PDE certifications for individuals who would be responsible for delivering the programs and services contemplated in this RFP.

1. Insurance

The successful service provider shall submit a certificate of insurance naming the Districts and CPI as "additional insureds." Insurance shall be in at least the minimum amounts as specified herein below. Said insurance shall be provided at the sole expense of the provider with an insurance company which is licensed to do business in the Commonwealth of Pennsylvania.

- A. General Liability (including completed operations coverage) - \$1,000,000 (combined single limit) and \$2,000,000 aggregate coverage

- B. Bodily Injury - Property Damage Coverage/occurrence and \$2,000,000 aggregate coverage
- C. Worker's Compensation per state statute
- D. Professional Liability - \$500,000 (covering the staff)

2. Services

The extent and character of the services to be performed will be subject to the general control and approval of the Superintendents of Districts or their Designees in accordance with the policies and procedures of the Districts. The program and services must adhere to the requirements of the Public School Code (24 P.S. § 19-1901-C et seq.) and all current PDE guidelines.

3. Delivery of Alternative Education Services

Interested organizations will provide alternative education services from 8:00 AM to 3:00 PM during days when secondary school is in session at CPI.

4. Cost

Interested providers will provide a comprehensive fee structure to include student placement per diem cost and student placement annual cost per block of five students.

5. Clearances

Interested providers will provide copies of the following for each staff person:

- A. FBI Criminal Background Check
- B. Pennsylvania State Police Criminal History Report
- C. Pennsylvania Child Abuse History Certification
- D. Recognizing and Reporting Child Abuse Training Certificate
- E. Sexual Misconduct/Abuse Disclosure Release Forms

6. Building Securing and Accessibility

If services are provided on the campus of CPI, the provider will follow all building security protocols established by CPI.

7. Building Lease

If services are provided on the campus of CPI, the provider of choice will be required to enter into a lease agreement with CPI for the use of the building where alternative education services will be provided. Lease terms and conditions are shown as Appendix A-Commercial Lease. Lease terms may be reduced up to 25% contingent on a reduced tuition rate for the CPI consortium schools.

8. Miscellaneous Duties

The selected provider will submit quarterly reports delineating activities to include:

- A. Number of students participating in program
- B. Activities provided to students
- C. Other information as requested by the Districts

9. Provider Information

A. Provider Overview

Interested organizations will provide the following:

- A. The name and location of the provider, including the location of the office that will be serving the program.
- B. A brief general description of the provider.
- C. The number of years your provider has been in business.
- D. Whether the provider is a subsidiary of another corporation? If so, what is the name of the parent company?
- E. The number of personnel employed by the provider (please include the number of staff dedicated to provide requested services.)
- F. A list of any legal action taken against the provider and the nature of that action. This is intended to include any administrative action taken against the provider, and any proposed employee who would be delivering services under the agreement.

B. Client Base

Interested organizations will provide specific reference information for five clients you have served and/or are serving, relevant to the contract proposed, to include:

- A. Client organization, name and location
- B. Starting date of service
- C. Relevant volume statistics
- D. Client contact name, title and telephone number

The references must be relevant to service in the last 36 months, and shall include their level of acceptance of your services.

10. Equal Opportunity - Affirmative Action

The successful provider shall comply in all material aspects with the Equal Employment Opportunity Act. A firm with 15 or more employees shall be required to have an Affirmative Action Plan which declares that the contractor does not discriminate on the basis of race, color, religion, sex, national origin or age, and which

specifies goals and target dates to assure the implementation of equal employment. A firm with fewer than 15 employees shall be required to have a written equal opportunity policy statement declaring that it does not discriminate on the basis of race, color, religion, sex, national origin or age. Findings of noncompliance with applicable State and Federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of any contract with the provider.

11. Authority to Bind Respondent

The respondent's proposal is to identify the individual(s) having authority to contractually bind the respondent. It is also to name the person to be contacted both during the period of evaluation of proposals and for prompt initiation upon award of contract. This information is to include name, title, address, and telephone number.

12. Indemnification

The provider shall be required to indemnify, defend, and save harmless, the Districts and CPI, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the contractor in the performance of this contract.

13. Termination

Subject to the provisions below, the contract may be terminated by either party, upon thirty (30) days advance notice to the other party.

14. Termination for Cause

Termination by the Districts for cause, default or negligence on the part of the Bidder shall be excluded from the foregoing provision. The thirty (30) days advance notice requirements are waived in the event of termination by cause.

15. Districts' Provided Services

CPI may provide a determined space for the alternative education services program, heating and cooling of the space, and maintenance support for the space.

16. Preparation and Submittal of Proposals

- A. All proposals shall be signed in ink by the Bidder's duly authorized administrator.
- B. Requests for extensions of the opening time and date will not be granted.

- C. Proposers mailing their proposals should allow for normal time to ensure receipt of their proposals by CPI prior to the time and date fixed for opening of proposals.
- D. Each proposer shall submit **one original and four (4) copies** of its proposal to Dr. Richard C. Makin.
- E. Proposal may be withdrawn on written request from the proposer addressed to Dr. Richard C. Makin prior to the time of acceptance.

17. Proposal Content

- A. Proposers are advised to provide information detailed sufficiently to enable evaluation of their capabilities, experience and approach to the services outlined in the proposal.
- B. Each proposal should provide a straight forward, concise description of the proposer's capabilities to satisfy the requirements of this Request for Proposals.

18. Miscellaneous

The contents of the proposal submitted by the selected provider and this RFP will become a part of any contract awarded.

19. Subcontracting

The Proposer who is selected will be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the resulting agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the Districts.

20. Award

The Districts may reject any or all proposals for such reason as they may deem proper. In acceptance of proposals, the Districts will be guided by consideration of their interests and their constituents. The Districts also reserves the right to negotiate further with one or more of the consultants as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interests of the Districts.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a proposal for the same work and is in all respects fair and

without collusion or fraud; that no person acting for or employed by the district is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the Districts.

APPENDIX A

COMMERCIAL LEASE

This Commercial Lease Agreement ("Agreement") dated this _____ day of _____, 2017, by and between the Central Pennsylvania Institute of Science and Technology, a Career Technical Education school organized and existing under and pursuant to the Public School Code of 1949, as amended 24 P.S. Section 101 et seq., with administrative offices at 540 North Harrison Road, Bellefonte, PA 16823 ("Landlord") and _____, an approved private Alternative Education for Disruptive Youth Provider in Pennsylvania, with administrative offices located at _____ - _____ ("Tenant").

1. **LEASED PREMISES.** Landlord leases to Tenant upon the terms and conditions contained in this Agreement, Office Space and Classrooms in the building on the northwest corner totaling 1,824 square feet ("Leased Premises").

2. **TERM OF LEASE.** The term of this Agreement is one (1) year, commencing on July 1, 2017, and ending on June 30, 2018, unless terminated earlier as provided herein.

3. **RENTAL PAYMENT.** Rent for the term of the Agreement will be twenty five-thousand and no/xx dollars (\$25,000.00).

4. **SECURITY DEPOSIT.** There is no security deposit.

5. **INSURANCE.** Landlord shall insure the structure within which the Leased Premises is located for fire and extended coverage.

Tenant shall insure Tenant's personal property in or about the Leased Premises.

6. **SUBLETTING AND ASSIGNMENTS.** Tenant shall not assign this Agreement or enter into any sublease Agreement without the prior written consent of Landlord.

7. **INDEMNIFICATION.** Tenant shall provide Landlord with evidence that it maintains a comprehensive policy of liability insurance, and shall indemnify and hold harmless, Landlord from any liability, claim, or expense to Tenant, Tenant's employees or business invitees not arising from the negligence or intentional acts of Landlord or Landlord's agents or employees. Landlord shall not be liable for any injury or damage caused by water, rain, snow or ice that may leak or flow from whatever source into or about the Leased Premises or the building within which the Leased Premises is located.

8. **USE AND OCCUPANCY OF THE LEASED PREMISES.** The Leased Premises may be occupied only for: _____ (Tenant) services and activities. No other use shall be permitted without the prior written consent of Landlord.

9. **RIGHT OF ENTRY.** Landlord, Landlord's agent and persons authorized by Landlord shall have the right to enter the Leased Premises at all reasonable times to inspect, perform maintenance, do repairs and show the premises to prospective tenants and purchasers.

10. **UTILITIES.** Utility charges, except for telephone and Internet access which shall be the responsibility of Tenant, shall be borne by Landlord.

11. **REMEDIES.** If Tenant shall fail to pay the rental reserved or any other charges when due, or if Tenant shall breach any other term or condition of this Agreement, then Landlord shall have the right and option without notice of termination or notice to quit to pursue any remedy available to it at law.

12. **EARLY TERMINATION.** Landlord and _____ both reserve the right to terminate this Agreement upon 90 days advance notice.

LANDLORD:

TENANT:

