



Petersburg City
Public Schools

Issue Date: February 7, 2020

Title: RFP# 20-004- Social and Emotional (SEL) Services

Issuing Agency: Petersburg City Public Schools
255 E. South Boulevard
Petersburg, VA 23805

Using Entity and Location: Petersburg City School Division

Initial Period of Contact: February 7, 2020

Sealed Proposals will be received in the Procurement Office until 3:00 p.m., March 6, 2020, District Time Zone, for furnishing the products and/or services described herein. Late, facsimile and/or e-mailed proposals will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Procurement Manager via email by March 6, 2020, 3:00 p.m. District Time Zone, as per the Official Purchasing Timeclock.

Tamika Freeland, Purchasing
tafreeland@petersburg.k12.va.us

The School Board does not discriminate against faith-based organizations or against any contractor, bidder, or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, including the General Terms and Conditions, and Attachments, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Date: _____

By: _____

Signature in Ink

Telephone: _____

Printed/Typed

Email: _____

FIN/SSN: _____

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Section 1: Introduction

Petersburg City Public Schools, hereafter referred to as Applicant, is requesting proposals for Social and Emotional Learning (SEL) Programs (Tier 1 -3) to the school system. Service is expected to support ALL School sites. The new services may commence upon execution of this Agreement by an authorized Applicant representative and will continue until March 6, 2020 (“Initial Agreement Period”), one (1) year with an option to renew from July 1 to June 30 (each period hereinafter referred to as “Subsequent Agreement Period”), subject to modifications as provided in the Agreement Documents.

The Contractor understands and agrees that continuity of this award is subject to availability of funding by Applicant and satisfactory performance by the Contractor.

Section 2: Service Requests

Applicants are seeking bids for a service option to choose when bidding a bundled solution of SEL services. See Section 3 for solution requirements.

Section 3: Specifications

Currently, Petersburg City Public Schools does not have a formal social-emotional program. Data clearly shows that evidence-based SEL programs significantly increase academic achievement and improve behavior; therefore, PCPS would like to implement an evidence-based SEL program during the 2020-2021 school year.

PCPS wants our elementary students to learn the five core competencies of SEL, as defined by CASEL: self-awareness, self-management, responsible decision-making, relationship skills, and social awareness.

- a. Self-awareness: Students will be able to identify their emotions, recognize their strengths and limitations, and demonstrate a growth mindset.
- b. Self-management: Students will be able to regulate their emotions, thoughts, and behaviors, and they will be able to set and work towards goals.
- c. Responsible decision-making: Students will be able to identify a problem, analyze potential solutions, and solve the problem in an ethical manner.
- d. Relationship skills: Students will be able to develop healthy relationships, and they will be able to communicate and cooperate with others.
- e. Social awareness: Students will be able to take the perspective of others and be able to empathize with others.

PCPS’ secondary students need to learn these skills as well, in addition to also focusing on leadership skills and workplace readiness skills.

The SEL program will be taught at Tier 1, meaning all students will participate in the curriculum. There must be opportunities to use the program in a Tier 2 small group format for approximately 20% of students, as well as at Tier 3 for 5% of the student population.

Per CASEL, SEL programs are most effective when the curriculum is sequenced, active, focused, and explicit. The program needs to have lesson plans with explicit instructional strategies. There should be approximately 30 to 50 lesson plans that focus on the core social and emotional skills. All teachers in the district will need training, and PCPS would prefer a Train-the-Trainer model for sustainability purposes.

The chosen SEL program must be research and evidence based and have a proven track record; pre- and post-tests should be given to measure progress.

PCPS may select different vendors to provide the SEL curriculum for different grade levels; for example, the program chosen for PK-5 may be different than the program for 6-8 or 9-12. Preference will be given to programs that can serve PK-12 in a cohesive fashion. The chosen vendor(s) will provide the materials and program support for the curriculum prior to fiscal year July 1, 2020 - June 30, 2021.

Section 4: General Terms for All Proposals

1. Failure to include any requested information noted as required by the respondent is grounds for disqualification.
2. Description of Proposal
 - a. Respondents will provide a description of their proposal for all services and solutions.
 - b. Description will include an overview of the proposal, any deviations from the requested architecture, design or requirements, assumptions made, and other detail Applicant may find useful or necessary (or could differentiate the solution from a competing proposal).
3. Timeline
 - a. For each response, respondents must include a timeline for bringing service online.
4. References
 - a. For each response, the respondent must provide 3 references from current or recent customers (preferably K-12) with projects equivalent to the size of Applicant.
5. Required Notice to Proceed and Funding Availability
 - a. The implementation of any associated contracts resulting from this competitive bid process will be dependent on the district's issuance of a written Notice to Proceed.
 - b. The district will have the right to allow the contract to expire without implementation if appropriate funding does not come available.
6. Applicant reserves the right to accept or reject any or all offers, to waive any informalities or irregularities, and to accept a proposal, which is deemed in its best interest.

Section 5: Locations

ENTITY NAME	STREET ADDRESS	ZIP
COOL SPRING ELEMENTARY (FKA A.P. HILL ELEM)	1450 TALLEY AVE	23803
LAKEMONT ELEMENTARY (FKA R.E. LEE ELEM)	51 GIBBONS AVE	23803
PLEASANTS LANE ELEMENTARY (FKA JEB STUART ELEM)	100 PLEASANTS LN	23803
WALNUT HILL ELEMENTARY SCHOOL	300 W SOUTH BLVD	23805
VERNON JOHNS MIDDLE SCHOOL	3101 HOMESTEAD DRIVE	23805
PETERSBURG HIGH SCHOOL	3101 JOHNSON ROAD	23805
BLANDFORD ALTERNATIVE	816 E. BANK STREET	23803
WESTVIEW EARLY CHILDHOOD EDUCATIONAL CENTER	1100 PATTERSON STREET	23803

Section 6: Additional Information/Questions

1. All questions or comments concerning this Request for Proposals must be submitted in writing to Purchasing at Tafreeland@petersburg.k12.va.us
2. All questions or comments must be submitted by February 28, 2020, by 3:00pm Eastern Standard Time Zone.
3. No site visits are offered for this RFP

Section 7: Proposal Procedures

1. Sealed proposals will be received until **March 6, 2020, 3:00 p.m.** Eastern Standard Time Zone.
2. The proposal name and RFP# 20-004 must be clearly shown on the face of the envelope.
3. Offerors shall mail or hand deliver proposals. Emailed files will not be accepted.
 - a. Proposals delivered by USPS FedEx, UPS, or in person must be sent to:

PCPS – RFP # 20-004
255 E South Boulevard
Petersburg, VA 23805
ATTN: Tamika Freeland, Procurement

4. Proposals must be received by the applicant by the date/time noted above. The applicant will not accept proposals after that date and time. Proposals received after the date and time prescribed will not be considered for evaluation and will be returned, unopened, to the Offeror.
5. It shall be the Offeror’s responsibility to ensure his/her proposal has been received on or before the deadline published above.
6. The applicant is not responsible for delays in the Postal service or other methods of delivery.

Section 8: Evaluation Criteria

100% Weight	Criteria
30%	Value Added Services Description, Products and/or Services
30%	Pricing
20%	Ability to support requirements of this RFP
10%	Complete bid submission
10%	Previous experience/Provider references

Section 9: Award of Contract

1. Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitted proposals, on the basis of the factors involved in the Request for Proposal.
2. Price of services shall be the primary consideration.
3. Negotiations shall be conducted with each of the offerors so selected.
4. After negotiations have been conducted with each offeror so selected, Applicant shall select the offeror which, in its opinion, has presented the most cost-effective solution, and shall award the contract to that offeror.
5. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should Applicant determine in writing and in its sole discretion that only one offeror is the most cost-effective, a contract may be negotiated and awarded to that offeror.
6. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation, and the offeror’s proposal as negotiated. Similarly, any materials provided by the offeror for the purpose of Applicant to evaluate the proposal might be referenced to become part of the purchase agreement between Applicant and the offeror.

Section 10: Cancellation of Contract

Applicant reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor for just cause or as provided in the Contract. Any

contract cancellation notice shall not relieve the Contractor of the obligation to provide services until the effective date of cancellation.

Section 11: Default

In case of failure to deliver goods or services in accordance with the terms and conditions, Applicant, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs.

Section 12: Ethics in Public Contracting

1. By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or endorsements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any; payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
2. During the preparation and submission of this proposal, the Offeror agrees as follows:
 - a. Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17.
 - b. Offeror hereby certifies that the contract, or any claims resulting there from, is not the result of, or affected by, any act of collusion with, or any act of another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Applicant has an interest in, or is concerned with, this proposal, and that no person or persons, firm or Corporation other than the Offeror, have, or are interested in this proposal.

Section 13: Anti-Discrimination

By submitting their proposals, offerors certify to Applicant that they will conform to the provision of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided. However, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit (*Code of Virginia §2.2-4343.1*).

In every contract over \$10,000, the provisions in 1 and 2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, natural origin or disabilities, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The contractor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

Section 14: Nondiscrimination of Contractors

An offeror or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, then the Applicant shall offer the individual, within a reasonable period of time after the date of his/her objection, access to equivalent goods, services, or disbursements from an alternative provider.

Section 15: Taxes

Applicant is exempt from federal, state, and excise taxes. The contractor shall not include such taxes on any invoices under this agreement. Exemption certificates, if required, will be provided upon request. The contractor shall pay all sales, consumer, use and other similar taxes for the work or portions thereof provided by the contractor which are legally enacted at the time proposals are received, whether or not yet effective. All taxes are the responsibility of the contractor. Applicant assumes no tax liability under the RFP and any resulting contract.

Section 16: Payments

1. Billing will be directed to Petersburg City Public Schools, Business and Finance Office, 255 E South Boulevard, Petersburg, VA 23805. Payment will be made after successful completion/installation and the receipt of a proper invoice.
2. Payment shall not preclude Applicant from making a claim for adjustments on any item later found not to have been in accordance with the general specifications.

Section 17: No Contact Policy

Any contact with any Applicant representative, other than that outlined in Section 7 concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

Section 18: Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payments.

Section 19: Protest of Award or Decision to Award

Any offeror who desires to protest the award or decision to award a contract shall submit such protest in writing to the Applicant Contact listed on the RFP cover page no later than ten (10) business days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected offeror is not a responsible offeror. The written protest shall include the basis for the protest and the relief sought.

Section 20: Hold Harmless – Indemnification

It is understood and agreed that contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the contractor, or its subcontractors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Contractor agrees to indemnify and hold harmless Applicant and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by contractor or those for whom contractor is legally liable. Upon written demand by Applicant, contractor shall assume and defend at contractor's sole expense any and all such suits or defense of claims made against Applicant, or its agents, volunteers, servants, employees or officials.

Section 21: ADA Compliance

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact Tamika Freeland no later than five (5) business days prior to the RFP closing date at 804-862-7057. If you are hearing or speech impaired, please contact the agency by calling the Americans with Disability Act Office TTY: Contact Relay Center at 711.

Section 22: Certification of Crime Against Children

The Contractor shall provide certification that Contractor and Contractor's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit I and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification reference above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

Section 23: Insurance

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, the following insurance coverage will be in effect at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have worker's compensation insurance in accordance with §2.2-4332 and §65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance Coverages and Limits Required

1. Worker's Compensation – Statutory requirements and benefits.
2. Employer's Liability – \$100,000.
3. Commercial General Liability - \$500,000 – Combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. Applicant must be named as an additional insured when requiring a contractor to obtain Commercial General Liability coverage.

4. Automobile Liability - \$500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

Section 24: Drug Free Workplace

In every contract over \$10,000 the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specified contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Section 25: Immigration Reform and Control Act of 1986

By submitting their proposal, offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration and Reform and Control Act of 1986.

Section 26: Certification of Interest and Relationships with School Board and Applicant Employees

To the extent that neither Contractor nor any of Contractor's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Applicant, Contractor shall reveal such relationships to the School Board. In accordance with this paragraph, Contractor shall execute the certification attached hereto as Exhibit II and submit the certification contemporaneously with this executed Contract.

Section 27: Audits

Applicant shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any resulting contract or agreement (including any and all documents and other materials, which support or underlie those books and records), kept by or under the control of the contractor, including, but not limited to those kept by the contractor, its employees, agents, assigns, successors and subcontractors. The contractor shall maintain such books, and records, together with such supporting or underlying documents and materials, for the duration of this contract or agreement and for at least five (5) years following the completion of this contract or agreement, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to Applicant, through its employees, agents, representatives, contractors or other designees, during normal business hours at the contractor's office or place of business in Petersburg, VA. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Petersburg, VA, which is convenient for Applicant. This paragraph shall not be construed to limit, revoke or abridge any other rights, powers or obligations relating to audit, which Applicant may have by state, Applicant, or federal statute, ordinance, regulation or agreement, whether those rights, powers or obligations are express or implied.

Section 28: Authorized to Transact Business

Pursuant to §2.2-4311.2 to the Code of Virginia (effective July 1, 2010) each bidder or offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia, (1950), as amended, or as otherwise required by law, is required to include in its bid or proposal its Virginia State Corporation Commission (SCC) Identification Number. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

Please complete the following:

- A. _____ Bidder/Offeror is a Virginia business entity organized and authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.

- B. _____ Bidder/Offeror is an out-of-state (foreign) business entity authorized to transact business in Virginia and such bidder's/offeror's SCC Identification Number is _____.

- C. _____ Bidder/Offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need more space to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Section 29: Severability

If any provision of this contract is found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity of such provision shall not affect the other provisions of this contract, and all other provisions of this contract shall remain in full force and effect.

Section 30: Cooperative Procurement

The procurement of goods and/or services provided for in this solicitation is being conducted pursuant to §2.2-4304 of the *Code of Virginia*. Therefore, the offeror is advised, and by submitting a response to this procurement, such offeror agrees that any resulting contract from this procurement may, in addition to Applicant, also be extended to other public agencies or bodies in the Commonwealth of Virginia to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement. The successful offeror shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with §2.2-4304 of the *Code of Virginia*.

Applicant shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful offeror or bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

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EXHIBIT I

**CERTIFICATION OF
CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Applicant's students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Applicant shall not be liable for materially false statements regarding the certifications required under this Contract.

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO

- YES (please explain)

Contractor _____

Date _____

By: _____

Name: _____

Title: _____

EXHIBIT II

**CERTIFICATION OF
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND EMPLOYEES**

Contractor hereby certifies that neither Contractor, nor any of Contractor’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

To that extent that such relationships exist, Contractor shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

Neither Contractor nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Applicant.

The following individuals currently maintain a *financial* relationship with Contractor:

Applicant/School Board Employee’s Name: _____

Position with Applicant: _____

Nature of Relationship: _____

The following individuals currently maintain a *familial* relationship with Contractor:

Applicant/School Board Employee’s Name: _____

Position with Applicant: _____

Nature of Relationship: _____

Contractor

Date _____

By: _____

Name: _____

Title: _____