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| **Request for Proposals** |
| For School-Based Mental Health Services |
| For |
| **Allentown School District** |
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| **Proposals Due** |
| **Monday, January 31, 2022 by 1:00 p.m.** |

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# REQUEST FOR PROPOSAL/BACKGROUND

***Mental Health Services***

***Allentown School District***

The Allentown School District, herein referred to as “the District”, is soliciting proposals from providers/agencies to implement school-based mental health services within the District. Provider/Agencies will provide services that support the District’s Strategic Framework with a focus on area 1 to cultivate a culture in which students feel safe, valued, and nurtured. Services will be supported by Elementary and Secondary School Emergency Relief (ESSER) Funds through the 2023-24 school year. The District reserves the right to select more than one provider/agency if necessary.

School-based mental health supports within the school setting has gained national recognition as a model for an accessible and cost-effective way to address student mental health needs. Students who otherwise do not have meaningful access to such services particularly benefit. Numerous research studies on school-based mental health point to measurable gains in academic achievement, declines in suspension. When students have regular access to mental health services as needed, studies show a reduction in typical childhood mental illnesses such as depression and behaviors associated with conduct disorder and attention deficit/hyperactivity disorder. School-based mental health supports also serve to help school districts to create a culture of competence, growth, and inclusion for all students.

This Request for Proposals (RFP) is intended to establish a short list of qualified entities with the proven capacity to align with the District’s goals as outlined in its Strategic Framework. Once the list of qualified entities is established, the District will interview these qualified teams and/organizations to seek additional information regarding the proposed approach to service delivery.

The District is a large, urban public-school district located in Lehigh County, Pennsylvania. The District services approximately 17,000 students K–12 in 14 elementary schools, 4 middle schools, 3 high schools, one alternative learning center and a primary and secondary newcomer program. Additional information may be obtained by visiting the District’s website at [www.allentownsd.org](http://www.allentownsd.org).

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# GENERAL RFP TERMS AND CONDITIONS

## SCOPE OF SERVICES

The District is requesting proposals for Mental Health Services to include the following scope of services:

# Applicant will work collaboratively with administrators and building stakeholders to provide identified supports to students and families.

# Applicant will attend PA Student Assistance Program training.

# Applicant will participate in building Student Assistant Program meetings.

# Applicant will communicate regularly with stakeholder regarding scope of work and provide requested data.

# Applicant will provide individual and group therapy with students, particularly with uninsured students.

# Applicant will provide in-person individual mentoring for students on a daily basis.

# Applicant will engage and maintain relationships with families in the treatment process.

# Applicant will offer resources and strategies to classroom teachers regarding student behavior.

# Applicant must present appropriate prevention education in classroom setting.

# Applicant will follow all of the District’s procedures and protocols as found at [https://go.boarddocs.com/pa/alen/Board.nsf/Public](https://protect-us.mimecast.com/s/5SPfCv2Y8Vuz60y3Tz-U_R?domain=go.boarddocs.com).

**RFP GENERAL REQUIREMENTS**

This RFP is looking for qualified providers/agencies to implement the following range of school-based mental health services:

* Crisis Intervention addressing threats of suicide or violence
* Individual Therapy
* Group Therapy
* Mentoring
* Family Education
* Student Prevention Education

**SELECTION PROCESS**

* The District will perform a cost or price analysis in connection with every procurement action in excess of $150,000, including contract modifications. (2 CFR §200.323(a)).
	+ The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Superintendent will come to an independent estimate prior to receiving bids or proposals (2 CFR §200.323(a)). As part of the analysis, the Superintendent will enact established business practices which may include evaluation of similar prior procurements and a review process.
* The District will verify that the organization conducting the procurement pursuant to such agreements complies with the applicable **procurement methods**, requirements, and standards of the Uniform Guidance.
* This contract will be awarded through an open and public process (to comply with 65 Pa. C.S.A. Sec. 1101 et seq), including prior public notice and subsequent public disclosure of all proposals considered and contracts awarded. In such a case, the Board member or employee shall not have any supervisory or overall responsibility for the implementation or administration of the contract.
* When advertised formal bidding is not required or used, an open and public process shall include at a minimum:
	+ Public notice of the intent to contract for goods or services;
	+ A reasonable amount of time for potential contractors to consider whether to offer quotes; and
	+ Post-award public disclosure of who made bids or quotes and who was chosen.
* The Provider may not discriminate against any family, student, or neighborhood resident based on his/her disability.

## SUBMISSION AND DEADLINE

All proposals must be received no later than January 31, 2022**.**  One original proposal and one copy should be delivered and/or mailed to the undersigned, Administration Center, Director of Student Services, 31 South Penn Street, P.O. Box 328, Allentown, PA 18105, date specified above. Additionally, questions regarding this RFP may be directed to Tiffany Polek, Director of Student Services via e-mail at polekt@allentownsd.org. No other communications will be accepted for questions. Questions should be submitted by 5 P.M. on January 24, 2022. The District may conduct interviews of the providers it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, non-profit provider will be notified in advance of the proposed interview date.

*Proposal Requirements*

1. Proposals must include all aspects of the above stated Qualification Requirements.
2. Proposals must provide methods and techniques that will be used during individual and group therapy with students.
3. Proposals must provide methods that will be used during in-person individual mentoring for students on a daily basis.
4. Proposals must include previous experiences and plans to engage and maintain relationships with families in the treatment process.
5. Proposals must include a listing by month of the total predicted number of full psychological evaluations that can be reasonably completed each month.
6. Proposals must include at least one reference of persons familiar with similar work done by the offeror of the proposal.
7. Describe your knowledge of prevention education resources.
8. Collaboration and Leadership
	1. How provider will create and build a professional working relationship with all necessary and appropriate school staff and central office staff and how provider will promote integration and coordination of services?
	2. How provider will support the development and implementation of the District’s goals and services, particularly with uninsured students.
	3. How provider will provide leadership and support to school staff in the areas of mental health promotion, prevention and intervention and suicide prevention.
9. Supervision, Professional Development and Evaluation Plan
	1. Provider should include a complete description of ongoing supervision and professional development planning for provider’s personnel.
10. Itemized Budget

Provider should include a detailed itemized budget delineating the following:

* 1. *Scope of services*
		1. Projected expenses by line item
		2. Narrative providing budget justifications.
	2. *Personnel*
		1. Provider should list all counselors and supervisors (by name, if known, and position) that will be involved in the delivery of services. For those individuals that have been identified to provide services, include a brief curriculum vita, which indicates the length of employment with the applicant’s agency and type of licensure. Job descriptions should be included for all positions that will be associated with the implementation of counseling services.
1. Letters of Reference
	1. Successful proposals will include one (1) letters of reference from school sites currently being served by Provider. If sites are not currently being served, Provider may submit letters from school sites or other organizations served within the last three years. Letters should address the Provider’s ability to provide a full range of school counseling services as per the current request for proposal.

# Submittal Letter

 Applicants shall submit a cover letter, addressed to the Director of Student Services, signed by an authorized agent of the provider, which provides an overview of the Applicant's offer, as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the Applicant accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the provider.

# CONTRACT TERMS AND CONDITIONS

**FORM OF CONTRACT**

The District intends to negotiate and enter into a contract with the most responsible Applicant whose proposal is determined to be in the best interest of the District. If Applicant will require the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

**APPLICANT VIOLATION OR BREACH OF CONTRACT 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 so instead of 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.

When required by the District, the Applicant agrees to provide information and negotiate with the District regarding profit as a separate element of the price for particular services. However, the Applicant agrees that the total price, including profit, charged by the Applicant to the District shall not exceed the awarded pricing.

**TERMINATION BY THE DISTRICT FOR CAUSE OR CONVENIENCE**

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).

**DEBARMENT OR 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.

**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).

**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:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 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
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

**BID PROTEST PROCEDURES**

Protests shall be filed with the School District and shall be resolved following applicable law. A protest must be in writing and must be filed with the District. A protest of solicitation must be received at the District before the proposal opening date. A protest of a proposed award or of an actual award must be filed within 10 days after the protester knows or should have known the basis of the objection. A protest must include:

· The name, address, and telephone number of the protester

· The original signature of the protester or its representative

· Identification of the solicitation

· A detailed statement of the legal and factual grounds of protest, including copies of any relevant documents; and the form of relief requested"

## EVALUATION AND AWARD SELECTION CRITERIA

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1. The District may conduct interviews of the non-profit providers it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, school based mental health provider will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or virtually. Applicants are advised that the District reserves the right to award this contract solely based on the submitted proposals.
2. The following criteria **will** be used, without limitation, in evaluating proposals and determining the most responsible non-profit provider:
	* Relevant background, experience, education, and qualifications of key personnel. (20%)
	* The provider’s technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted. (20%)
	* Information obtained by the District from the firm's references or clients. (20%)
	* Cost (40%)
3. The District reserves the right to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the non-profit provider.
4. The District will evaluate all responsive and responsible proposals based on the criteria referenced above. The District may afford providers the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

# GENERAL REQUIREMENTS AND CONDITIONS

1. The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
2. **Insurance** - The selected provider shall be required to furnish proof of insurance coverage within ten (10) days of receipt of Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of Pennsylvania. Any and all exceptions must be approved by the Superintendent. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.
	1. Commercial General Liability, including Contractual Liability Insurance, with limits not less than $1,000,000 per occurrence, $3,000,000 annual aggregate. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify.
	2. Workers' Compensation in accordance with Pennsylvania Statutes.
	3. The Allentown School District is named as Additional Insured and shall be in a form and with companies satisfactory to Allentown School District. under the Commercial General Liability and Employer's Liability insurance policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE INSURANCE CERTIFICATE.
	4. The certificates of insurance shall provide that coverage afforded under the applicable policies will not be cancelled, modified, or allowed to expire until at least thirty (30) days’ prior written notice has been given to the District.
	5. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the school based mental health provider by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement of judgment in any amount above the limits.
3. **Indemnification** - In addition to its obligation to provide insurance as specified above, the provider, their consultants, agents and assigns shall indemnify and hold harmless the District, including, but not limited to, its elected officials, its officers, employees, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such is alleged to result from the wrongful, willful, or negligent performance of services by the provider during the provider’s performance of its Agreement. The District agrees to give the provider prompt notice of any such claim.
4. **Conditions** - Applicants to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:
	1. The selected provider must have an office or facility in Pennsylvania. The specific location of the office or facility must be identified in the proposal submitted.
	2. The selected provider must have a personnel/resources reserve sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
	3. The selected provider must agree to maintain and preserve confidentiality in all matters relating to the resultant contract and services provided under it.
	4. The selected provider must agree that the District and the school based mental health service provider may terminate the contract at any time with thirty (30) days written notice.
	5. The selected provider must agree to accept and follow management direction from the District and specifically, the District's designated personnel.
	6. The selected provider must agree to conform to all applicable laws and ordinances and statutes of the Federal Government, Commonwealth of Pennsylvania, and the City of Allentown.
	7. The selected provider must agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected provider(s), the District may unilaterally cancel its selection of that provider.
	8. The selected provider must agree that the contract between the District and the provider shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the ordinances of the City of Allentown.
	9. The selected provider must agree to make a good faith effort to work with the District to satisfy the requirements under the Uniform Guidance including, but not limited to:
		* 1. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708.
			2. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401).
			3. The equal opportunity clause provided under 41 CFR 60-1.4(b).
	10. Applicants may not offer or give to a Board member, employee, or nominee

 or candidate for the Board, or a member of his or her immediate family or a business with which she or he is associated, anything of monetary value, including: a gift, loan, political contribution, reward, or promise of future employment based, on the offeror’s or donor’s understanding that the vote, official action, or judgment of the Board member, employee, or nominee or candidate for the Board would be influenced thereby.

# Conflict of Interest

Applicants shall provide a statement that no conflict of interest exists in rendering service to and in representing the Allentown School District.

# Principals/Collusion

By submission of a proposal, the Applicants declare that the only person or persons interested in this proposal as principal or principals is/or are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

# Disciplinary Action

Applicants shall provide a statement that no practitioner affiliated with Applicant has, with five years from the date of submission, been disciplined by any relevant professional organization, or State board.

# Affirmative Action Statement

As a condition of doing business with the District, the provider must comply with all Federal laws, State statutes and executive orders pertaining to non-discrimination. All Applicants, as part of their submission, must complete and submit the enclosed Affirmative Action Statement.

# Alternatives and Exceptions

Only slight additions or changes would be expected to be negotiated with the successful the Applicant(s) to resolve any variances between the proposal and the final contract. Providers may submit alternate proposals which deviate from the RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

# Additional Information and Revisions to Proposals

Information may be provided to potential Applicants for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective Applicants shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

**Domestic Preferences**

Applicants 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.

**General Compliance and Cooperation with District**

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.

**General Competitive Provision**

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

**Improper Influence**

Applicants may not offer or give to a Board member, employee, or nominee or candidate for the Board, or a member of his or her immediate family or a business with which she or he is associated, anything of monetary value, including: a gift, loan, political contribution, reward, or promise of future employment based, on the offeror’s or donor’s understanding that the vote, official action, or judgment of the Board member, employee, or nominee or candidate for the Board would be influenced thereby.