

CHESTER UPLAND SCHOOL DISTRICT
Chester, PA
REQUEST FOR PROPOSAL FOR THERAPY AND PSYCHOLOGICAL SERVICES

Issued on: July 25, 2022
RFP

The Chester Upland School District (“the School District”) solicits sealed proposals for occupational therapists, physical therapists, speech-language pathologists, psychological and bilingual services (individually or together referred to as “Therapists”) as specified hereinafter in accordance with the following terms, conditions and specifications:

Proposals and Award of Contract

1. The School District will receive sealed proposals from any Contractor to be in the hands of Ms. DeJuana Mosley, Business Manager, Administrative Building, 232 W. 9th Street, Chester, PA 19013 on or before 4:00 p.m. on Wednesday, August 10, 2022, and plainly marked on the envelope *Therapy Services Proposal No. [1911]*. The School District reserves the right to extend the date for the submission of sealed proposals.
2. Proposals shall be opened on August 11, 2022, in Chester-Upland’s School District Business Office, Administration Building, 232 W. 9th Street, Chester, PA 19013 beginning at 1:00 pm. The School District reserves the right to change the date for the opening of proposals.
3. The contract, if awarded, shall go to the Contractor whose proposal is in the best interests of the School District, taking into consideration relevant factors, including but not limited to the following: price, service offerings, completeness and clarity of proposal content, and capability of providing services, experience and references. This RFP does not require that the contract be awarded to the Contractor with the lowest price proposal.
4. The School District shall have no obligation to any Contractor unless and until formalized in a written contract duly approved by the Board of School Directors at a public meeting and signed by its designee.
5. Proposals should clearly provide a description of the Contractor’s capabilities to satisfy the requirements of the request. All proposals become the property of the School District upon submission. However, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the selection process.
6. Submission of proposal should be one paper original, one paper copy and an electronic copy of the proposal.

Scope of Services

1. The scope of the various services for which proposals are sought are set forth in Appendix A, which is attached hereto. Contractors may submit proposals for one or more of the types of services set forth in Appendix A. All proposals shall clearly delineate the scope of each of the type of services proposed and the pricing structure for each type of service, in accordance with the terms of this RFP.
2. The School District recognizes that certain types of services set forth in Appendix A are specifically dependent upon the individual needs of students, which may not be known at this time. However, the School District desires to obtain information about Contractors' programs and services so that it can make informed and knowledgeable decisions about the services available, the structure of available programs, program cost and how those programs might meet the current or future needs of the School District and its students.
3. The School District form contracts will be utilized, depending on the type of services to be provided by the Contractor. Attached to this RFP (Appendix B) is the School District form contract. The only material terms to be determined are the scope of services to be provided by the selected Contractor and the amount to be paid for those services. By virtue of its submission of a proposal, Contractor agrees to enter into the form agreement with the School District if chosen as the successful Contractor and agrees to comply with all of the provisions contained in the agreement. Upon award of the contract, the form agreement will only be modified to reflect the successful Contractor information, ultimate rates and/or price and/or other changes to the specifications agreed to by the School District after the issuance of the RFP.
4. Interested Contractors are responsible for becoming familiar with: (a) all of the provisions and requirements contained in the applicable form agreement attached hereto as Appendices A & B; (b) the School District's needs as outlined herein; and (c) all federal, state and local legal requirements governing such services, including, by way of example and not limitation, the School District's policies found on the School District's website (www.chesteruplandsd.org).
5. Contractors must agree to provide all services set forth in their submitted proposals. Contractors shall provide, at their sole cost and expense, all personnel, sub-Contractors, facilities, equipment and supplies needed to furnish the proposed services required by the School District, unless otherwise set forth in the proposals or in this RFP. By submitting a proposal, the Contractor agrees to meet these provisions and agrees not to seek any price increase from the School District during the contract term awarded for, by way of example and not limitation, price increases associated with increased personnel or sub-Contractor costs.

Instructions for Contractors

Interested Contractors are asked to respond to the following items in the sequence presented:

1. Qualifications. Describe the background, experience, certifications and capabilities of the employees and organization to provide the requested services. This includes, but is not limited to, the qualifications to provide the academic, socialization, behavioral, emotional, recreational, personal maintenance, vocational, transition, specially designed instruction and/or other services that may be required by the School District for the specified services in Appendix A. Describe how your services comply with and how personnel are provided professional development to applicable state and federal law, including but not limited to, IDEA, Section 504 and Chapters 14, 15 and/or 16 of the State Board of Education regulations.
2. Scope of Services. Provide a scope of services for each type of related services being proposed. This should include service delivery model(s), number of students served, ancillary services, supervision and continuing education of staff, communication with District Administration, and expertise areas of staff.
3. Staff. Name the principal in the organization who will have direct and continued responsibility for the services provided to the School District. Identify staff roles and work to be assigned to them. Identify certification status of staff and specific experience relative to these types of services. Identify the student to staff ratio.
4. References. Contractors should provide at least three references preferably located within Southeastern Pennsylvania. References should include institution name, address, contact name, and telephone number.
5. Pricing. Provide pricing proposals for all services described **for one-year, two-year and three-year contractual terms**. The proposal should clearly delineate all daily rates or other pricing, as well as a description and delineation of any other expenses expected to be submitted to the School District, which are not part of the daily rate and/or other fees. Actual fees will be based on the final negotiated contract. The School District reserves the right to award a contract for one year or multi-years based upon the rates and/or prices submitted in each proposal. **Prices set forth in proposals must remain firm until October 30, 2022, after which they may be withdrawn at the option of the Contractor.**
6. Capabilities and Viability. Submit evidence of your financial and operational capabilities to meet the requirements and needs of the School District described herein and, in the Agreement, including but not limited to, capability of hiring a sufficient number of qualified employees.

Terms and Conditions

1. Contractors are responsible to (a) become familiar with the Contract Documents and all requirements contained therein; (b) all federal, state and local legal requirements governing this request for proposals; and (c) the contract terms and conditions. By submitting a proposal, the Contractor acknowledges and represents to the School District that: (a) information has been gathered regarding the (i) Contract Documents, and (ii) all federal, state and local legal requirements governing such matters; and (b) no promises, representations or inducements to the Contractor have been made by the School District or anyone one acting for on behalf of the School District other than what is set forth in the Contract Documents.
2. If any Contractor desires information pertaining to or clarifying this RFP or the Contract Documents, the Contractor is to contact the person below in writing via e-mail. This shall be the only method to communicate for purposes of obtaining information prior to submission of the proposal.

Dr. Percell Whittaker II
Director of Special Education/Student Services
232 W. 9th Street
Chester, PA 19013
267-668-3493
pwhittaker@chesteruplands.org

3. Contractor's employees or sub-Contractors working with students will be required to provide the School District with a required FBI and Pennsylvania Criminal Background Check, as well as a Pennsylvania Child Abuse Background Check.
4. The School District reserves the right to reject any and all proposals, or any parts thereof or items therein, and to waive technicalities as it may deem best to protect the interests of the School District. In addition to the other reasons herein set forth, the School District may reject a proposal for any legal reason, including but not limited to omissions, alterations of form, conditional or uninvited alternative proposals to the specifications set forth herein, or irregularities of any kind. The existence of this RFP shall not, in any way, obligate the School District to take any action regarding any response submitted.
5. The successful Contractor shall not assign the contract or any rights under the contract to any person, firm or entity without the consent of the School District, which may be withheld by the School District for any reason in its sole and absolute discretion.
6. No term or provision hereof shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by the other, whether express

or implied, shall not constitute a consent to, waiver of or excuse for any other different or subsequent breach.

7. If an award is made, the contract will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. It is further represented that any contract that may be entered into has been made in Delaware County, Pennsylvania.
8. The information provided herein, or any other document supplied by the School District, is to be considered strictly confidential and shall be considered proprietary to the School District. This is not to be shared with individuals outside of your organization unless the School District has specifically provided written consent allowing said individuals access to this information.
9. All costs incurred by any Contractor in preparing and providing responses to this RFP are solely the responsibility of the Contractor. The School District is not, and shall not, be liable for any costs incurred by the Contractors.
10. A Contractor's formal response to this RFP shall constitute its official "proposal" regarding the defined opportunity presented within this document.
11. Should a Contractor find conflicts or discrepancies in the proposal documents or should there be uncertainty as to the meaning or intent of any part thereof or should there be conflicts between the proposal documents and any applicable laws or regulations, the Contractor must, not later than four (4) business days prior to the Proposal Due Date, request clarification from the School District. Failure to request clarification constitutes a waiver of any claim by the Contractor for expense incurred because of a later interpretation of the proposal documents or specifications by the School District. Other questions, inquiries or explanations desired by a prospective Contractor shall be requested in writing from the School District not later than four (4) business days prior to the Proposal Due Date. Oral explanations and instructions will not be binding upon the School District. Only written addenda are binding.
12. Any personnel provided by the Contractor shall be considered to be employees, subcontractors or agents of the Contractor. Under no circumstances will said personnel be considered to be employees or agents of the School District. However, the School District reserves the right to demand the removal and potential replacement of any one or group of individuals provided by the Contractor to service the needs of the School District.
13. If it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Contractors who received the request for proposal. The Contractor shall acknowledge receipt of all addenda distributed. If the School District determines that a response to inquiries or addenda are required, the Proposal Due Date may be extended by the School District.

14. The School District reserves the right to request an oral presentation prior to the awarding of the contract.
15. The proposal must meet each of the conditions and specifications set forth herein.
16. The Contractor must disclose any prior or current business or personal relationships with any School District employee or member of the Board of School Directors of the School District. If there has been any prior relationship, or if there is a current relationship, the Contractor shall briefly describe when the relationship occurred and briefly describe the nature of the relationship.

Selection Criteria

Each proposal will be independently evaluated on the following criteria:

1. Experience and Qualification. Depth/breadth in providing services similar to those requested and having obtained favorable outcomes.
2. Cost. Rates and reimbursable expenses for the services. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the Contractor submitting the lowest cost proposal.
3. References. Evaluation of past services as stated by references in the proposal and relevance of past experience as reported in the proposal.
4. Dependability. Ability to meet staffing needs, IEP requirements and other district needs as evidenced by documentation provided through references.
5. Responsiveness. The overall quality of the proposal, timeliness of submission and responsiveness to this Request for Proposal, as well as the ability of the Contractor to meet the needs of the School District.
6. Agreement to the Terms and Conditions of the Form Agreement. The School District proposes that the form agreements attached hereto be used, subject to agreement on the scope of services and the compensation. The responder's willingness to enter into the agreement will be evaluated in making the selection. If any Contractor objects to any provision within the applicable form agreement(s), said objection must be clearly delineated in the Contractor's response to the RFP.

APPENDIX A

The School District is interested in procuring proposals from Contractors to perform the following types of services for the School District:

- Speech and Language Therapy
 - Conduct speech screenings
 - Conduct speech evaluations for input to/writing of the Evaluation/Re-evaluation
 - Report in accordance with IDEA/PDE requirements and timelines
 - Determine appropriate level of service based on individual student need
 - Develop input for/writing of IEP's
 - Participate in IEP meetings as appropriate
 - Provide therapy as prescribed in each student's Individualized Education Plan
 - Participate in parent conferences as required
 - Participate in team meetings as required
 - Progress Monitor student's goals
 - Complete Progress Reports Quarterly
 - Consultation with professionals and para-educators regarding speech and language development, pre-reading/reading skills, specific student goals
 - Complete Medical Access Billing
 - Consult with MTSS and SAP teams as requested/necessary
 - Provide training for professional and para-educators

- Occupational Therapy
 - Conduct OT screenings including sensory processing
 - Conduct OT evaluations including sensory processing for input to the
 - Evaluation/Re-evaluation Report in accordance with IDEA/PDE requirements and timelines
 - Determine appropriate level of service based on individual student need
 - Develop input for IEP's
 - Participate in IEP meetings as appropriate
 - Provide therapy as prescribed in each student's Individualized Education Plan
 - Participate in parent conferences as required
 - Participate in team meetings as required
 - Progress Monitor student's goals
 - Complete Progress Reports quarterly
 - Consultation with professional and para-educators regarding handwriting, sensory processing, functional motor skills, specific student goals

- Complete Medical Access Billing
- Consult with IST and Child Study teams as deemed necessary
- Provide training for professional and para-educators

- Physical Therapy
 - Conduct PT screenings
 - Conduct PT evaluations and input to the Evaluation/Re-evaluation Report in accordance with IDEA/PDE requirements and timelines
 - Develop input for IEP's
 - Participate in IEP meetings as appropriate
 - Participate in parent conferences as required
 - Participate in team meetings as required
 - Progress Monitor student's goals
 - Complete Progress Reports quarterly
 - Provide therapy as prescribed in each student's Individualized Education Plan
 - Consultation with professional and para-educators
 - Complete Medical Access Billing
 - Consult with IST and Child Study teams as deemed necessary
 - Provide training for professional and para-educators

Psychological Evaluations (per diem and bilingual)

- *Per Diem* Psycho-educational evaluations to include: cognitive and achievement testing, review of records and medical history, social/emotional rating scales as appropriate, observation of student, teacher and parent input, writing of ER/RR
- *Bilingual* evaluations to include: cognitive and achievement testing, social/emotional rating scales as appropriate, observation of student, parent input as appropriate

Bi-lingual Speech and Language Evaluation

- *Speech/Language Only Evaluation*: speech/language testing, observation, parent/teacher input, writing of ER/RR
- *Speech/Language as part of Educational Evaluation*: speech/language testing, observation, parent/teacher input, recommendations