

Berkeley Unified School District

NOTICE FOR PROPOSALS MENTAL HEALTH ASSESSMENT SERVICES

NOTICE IS HEREBY GIVEN that the Berkeley Unified School District of Alameda County, California, acting by and through its Governing Board, hereinafter referred to as the District, will receive up to, but no later than **4:00pm (PDT) on March 3rd 2023**, sealed bid proposals for the award of a 6 month contract for **RFP No. 23-0001** Mental Health Assessment Services. The estimated cost for annual Mental Health Assessment Services will include the Extended School Year as well.

All Proposals shall be made and presented on bid proposal forms furnished by the District. Proposals shall be received in the Purchasing Department at the Berkeley Unified School District, 2020 Bonar Street, Berkeley, CA 94702. Each proposal must be sealed and marked **RFP No. 23-0001**, Mental Health Assessment Services. Proposal packets will be available on the Berkeley Unified School District website: www.berkeleyschools.net.

All questions, requests for explanation or clarifications of any kind in regard to RFP shall be made in written form, submitting via email to Tom Bollinger, Purchasing Supervisor at tombollinger@berkeley.net or Rosina Keren, Coordinator of Mental Health Services at rosinakeren@berkeley.net by **no later than 4:00pm (PDT), February 16th, 2023**. A response will not be provided to any late questions or request for explanation or clarifications thereafter. All addenda and clarifications will be posted on the District website, www.berkeleyschools.net and provided by email to those Firm's that have registered with the District.

Each bid proposal must conform with and be responsive to the contract documents. Proposals received after the above stated time will be returned to proposer unopened.

The Board of Education reserves the right to reject any or all Proposals or any portion thereof, and to waive any irregularities or informalities as deemed to be in the best interest of the students of Berkeley Unified School District.

Selection will be made on a combination of factors, including: time line; prior experience with the District and relevant experience with public schools and mental health, and/or the references provided; as well as any other factors that the District deems appropriate and in the best interest of the District.

Tom Bollinger, Purchasing Supervisor
Berkeley Unified School District
Alameda County, California
Date Publish: Feb 1st, 2023

**MENTAL HEALTH ASSESSMENT SERVICES
FOR THE BERKELEY UNIFIED SCHOOL DISTRICT**

INFORMATION FOR PROPOSERS

A. INTRODUCTION

The Governing Board of the Berkeley Unified School District is seeking proposals for Mental Health Assessment Services. These services include, but are not limited, to providing a district wide Needs Assessment of our existing Mental Health Needs and services. BUSD is the recipient of a statewide Mental Health Student Support Act (MHSSA) grant to deliver a district wide needs assessment as the initial stage of development for a more comprehensive mental health system in our district. This grant is for four years, and this needs assessment is the initial step to gather data about what unmet mental health needs are occurring, which mental health programs we have in place, and to make suggestions for our next steps and long term planning in filling these unmet needs. This would include stakeholders surveys, focus groups, data collection including talking with parents, students, staff and community members and other support agencies.

These Instructions to Proposers are expressly included in and made a part of the Contract for these services, in addition to any instructions or conditions stated elsewhere in the Proposal documents.

It is the responsibility of the Proposer to check the District website at www.berkeleyschools.net for any additional information or addenda before submitting a response.

B. DEFINITIONS

Whenever the words and terms set forth in this paragraph appear in any of the Contract Documents, they shall have the following meaning:

1. "Proposal" as used herein consists of all of the following:
 - a. A completed Proposal Form.
 - b. A completed Proposer's Questionnaire.
 - c. Evidence of insurance in accordance with the requirements stated in the Contract Documents.
 - d. A copy of the Contract.
 - e. Non-collusion Affidavit.
 - f. Criminal background investigation/fingerprinting certification.
2. "Proposer" as used herein includes: A Proposer who submits a proposal, a Proposer to whom a contract is awarded, and a Proposer who has entered into a contract with the District.
3. "Board" shall mean the Board of Education of Berkeley Unified School District, Alameda County, State of California.
4. "Buyer" as used herein means Berkeley Unified School District.
5. "Contract" shall mean the complete contract which includes all of the contract documents.
6. "Contract Documents" as used herein includes the contract, any addenda or subsequent amendments thereto, and all of the Proposal Documents.
7. "Contractor" shall mean the Party entering into a contract with the District for furnishing items covered by the contract and his or her authorized agents or legal representatives.
8. "District" shall mean the Berkeley Unified School District, Alameda County, State of California.

C. BACKGROUND, OBJECTIVES, AND SPECIFICATIONS

Berkeley Unified School District (“District”) is seeking proposals from experienced entities to provide a district wide mental health needs assessment. The anticipated scope of services may include, but are not limited to, creating and administering surveys, key informant interviews and focus groups, and data collection around who provides what mental health services and to whom? What are the most pressing behavioral health needs facing students? How are these needs being addressed? Proposals should provide short and long term recommendations for BUSD’s Mental Health Service provision plan. Proposers must possess and agree to furnish all labor, equipment, transportation, services, licenses and permits, and insurance coverage for the work described in the specifications listed in the attached Proposal Form at the prices specified therein.

Award of a contract, if made by the Board of Education, will be based upon total review and analysis of the factors as presented in these Proposal Documents and what is deemed to be in the best interest of the District. The District reserves the right to make an award without further discussion of the proposals received.

The District reserves the right to accept or to reject any or all proposals and any part thereof and to waive any and all irregularities in any Proposal if it is in the best interest of the District.

D. Scope of Work

The successful applicant will be expected to complete the following outputs:

Process measures: Summary of number and type of stakeholders engaged, including teachers, administrators, other relevant school staff, students, parents, mental health professionals and outside collaborating agencies. Also please describe the methods of engagement, including incentives for those participating in the project.

Plans for summary and dissemination of findings

**Deliverable(s): 1. A review of the literature and recommendation of a framework for data analysis
2. Collection and analysis of quantitative and qualitative data
3. Final report inclusive of knowledge, attitudes, and practices of mental health program provision in a public school setting. Mental health programing is to include other modalities that impact students’ mental health such as academic support programs, OFEE services, mentoring programs, collaborations with outside agencies (such as Berkeley Mental Healthy, BYA, Youth Works, Public Health, City of Berkeley Youth Programming) and other affinity group engagement (eg, our Parents of Students of African Descent groups, our ELAC committees, our GSAs etc)**

Findings included in the report should address the following: identification and analysis on relevant information and priorities and should be centered around recommendations to create and promote mental health, SEL and supportive services that support students’ mental health. We aim to reconfigure our mental health service provision and would like data backed recommendations that could serve our community, for example would any of the following modalities serve our families well, eg. a Communities in School model, and/or mentoring programs, and/ or affinity groups, job training programs to improve student engagement, and/or case management services, as well as the more traditional mental health models. We would appreciate creative, out of the box thinking in making program suggestions, especially given the current shortage of mental health providers. Additionally, if our Needs Assessing agency can also target potential funding sources for their recommendations, that would be ideal.

4. Dissemination of findings to stakeholders (e.g., administrators, school staff, including school counselors, students, parents and our larger community) through a variety of venues (e.g., webinar, publication; share information via social media and/or the organization website). Dissemination products should include, but are not limited to: a. Dissemination plan for how findings will be disseminated to our stakeholders and School Board b. PowerPoint (PPT) presentation of findings to internal and external stakeholders 5. Production of raw digital data files for ongoing analysis (quantitative and qualitative, de-identified) 4.3 Goal: To improve mental health support for our students and families.

Description of Scope of Work The proposal should describe a work plan indicating the bidder's approach that will accomplish the specific tasks outlined in the RFP. The bidder should describe the philosophy that will be utilized, along with the interest and capacity to meet the requirements outlined in this RFP. . Within the scope of work, the bidder(s) should develop and outline statements and/or objectives which will clearly identify the goals and expectations of the project. Please describe, in detail, the methodology, tools, and/or techniques that would be utilized to conduct a comprehensive needs assessment for our MHSSA grant. This description should minimally include, but not be limited to:

- A description of relevant sampling techniques that you would propose utilizing to complete this assessment. Clarify types of techniques, proposed quantities, proposed timelines, target audiences, recruitment strategies to engage target audience, and staffing resources to accomplish tasks.
- The proposed methodology for clarifying the research objectives, data collection requirements, sampling strategy and timetables.
- The level of granularity of the data.
- A description of how data will be compiled.
- A description of identified trends.
- A description of end report that will be produced - including sample reports that your firm has produced for similar projects.
- Include a schematic of the estimated timeframe needed to complete this assessment. Our goal is to have the data collection, focus groups completed, data analysed and your programmatic recommendations by the end of our school year, early June 2023.

Cultural Competency:

Describe the entity's strategy for ensuring staff are appropriately trained and assessment focal groups and data collection services are culturally relevant and responsive.

1. Award Criteria

All responses to this Request for Proposals will be evaluated by BUSD. Points will be awarded for each category as follows (please note that partial points may also be awarded):

1. Approach (40 points)
2. Experience and capacity of the Firm, including employing staff of color (20 points)
3. Experience in the mental health field and public schools (20 points)
- 4.. Time Effective Design (10 points)

5.. Proposed Project Budget delineating how the money is to be spent (10 points)

Without limitation to the District's right to reject proposals, as set forth herein, if, at the time set for the award of the Proposal, the Board of Education has failed to appropriate or allocate funds for future periodic payments under the proposed contract, the Board of Education reserves the right to reject all proposals.

Award will be made in aggregate for all services required.

2. Evidence of Responsibility; Certifications, and Assurances

a. Prior to award, the District may require submittal of certifications, documents and assurances from Proposer which will include, but not be limited to, the following:

i. Evidence of responsibility in the following areas: the Proposer's financial resources, insurance coverage, business history

ii. A letter of organization listing the firm's members, officers, and the persons authorized to sign legal documents. Should a change be contemplated in the name of the successful Proposer's legal entity, the Proposer shall first notify the Purchasing Supervisor in order that proper steps may be taken to have the change reflected in the Contract.

iii. Evidence prior to award that Proposer owns or has guaranteed delivery of equipment required under the Contract.

iv. Evidence of Proposer's intent and ability to comply with, the California Public Utilities Commission,

v. A letter of commitment from Proposer's insurance provider(s) to provide the insurance coverage as specified in the Contract.

b. Contractor is not entitled to receive any payment from the District under the contract until the contractually required proof of insurance, valid TCN number and endorsements and an executed contract are provided by the Contractor to the District.

3. Failure to Perform Following Award

If a Proposer to whom an award was given, refuses or fails to execute the Contract and provide the required information, insurance certificates within fifteen (15) working days after the award of the Contract, the District may, at its option, determine that the Proposer has abandoned his/her proposal, declare the award of the Contract null and void, and accept the proposal of and make the award to any other Proposer pursuant to the requirements set forth, above.

4. Objectives of Contract and Specifications

A comprehensive needs assessment of mental health programming in BUSD K-12, and a data analysis and recommendations for short and long term future mental health provisions.

5. Contractor Safety Requirements

The successful Proposer shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the Proposer's activities.

6. Proposer Qualifications

a. Proposers must have experience in conducting in-depth strategic assessments, and identifying strengths, needs and opportunities for mental health services in a public school system, or similar entity.

b. Upon the request of the District, a Proposer shall submit promptly to the District satisfactory evidence demonstrating the Proposer's financial resources, the Proposer's experience in the type of work required by the District, the Proposer's equipment and operators available for the performance of the Contract, and any other required evidence of the Proposer's qualification to perform the proposed Contract. The District may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of a Proposer's responsibility to perform the proposed Contract may result in rejection of the proposal.

c. Each Proposer and their subcontractors, if any, must possess all the required licenses or other permits.

7. Insurance

a. **Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Insurance** with limits not less than \$1,000,000 per occurrence.

b. **Workers' Compensation and Employers Liability Insurance** for all of the Contractor's employees engaged in work under the Contract and with workers' compensation statutory limits as required by the Labor Code of the State of California and Employers Liability limits of not less than \$1,000,000 per incident. During the term of this Agreement, in case any of the Contractor's work is sublet, the Contractor shall require the independent contractor/subcontractor to provide workers' compensation insurance for all the subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employee engaged in work under this Contract is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required herein and in compliance with Labor Code section 3700.

8. COVID-19

[Please click here to review the district's COVID-19 Safety Plan.](#)

PROPOSAL PREPARATION

A complete Proposal must consist of the following documents:

1. Completed Proposal Form
2. Proposal Summary & time line for the work
3. Completed criminal background investigation/fingerprinting certification
4. Review Agreement & Contractor Information
5. A check for \$5000

In order to preserve uniformity and to facilitate the award of Contracts, no proposals will be considered unless made upon forms furnished by the District.

All items on each Proposal form must be filled out.

The Proposer must respond separately for each item, unless otherwise requested herein, and shall indicate on the Proposal Form the unit price for each item listed and the total price for furnishing the total service for each item. The percent or amount of discount allowed, if any, shall be indicated.

All prices and notations must be typed or written in ink. Proposals shall not be written in pencil. Mistakes may be crossed out and corrections inserted adjacent, but the correction shall be initialed in ink by the person signing the proposal. No corrections can be made after the time of opening proposals.

All proposals must give the full business address of the Proposer and must be signed in longhand by the person(s) duly authorized to sign the Proposal Form on behalf of the Proposer.

All proposals must be submitted in sealed envelopes clearly labeled on the outside: RFP No. 23-0001 Mental Health Assessment Services

Berkeley Unified School District

Tom Bollinger, Purchasing Supervisor

2020 Bonar Street, Berkeley California 94702

Phone: (510) 644-6431

tombollinger@berkeley.net

It is the sole responsibility of each Proposer to see that a completed Proposal is received in proper time. Proposers submitting proposals by U.S. Mail will not receive confirmation of delivery. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer, unopened.

Timeline: Public Notice: **Feb 1st 2023**
Questions by: **Feb 16 2023 by 4:00pm (PDT)**
Proposals Due: **March 3rd 2023 by 4:00pm (PDT)**
Award Recommendation to Board of Education: **March 22nd, 2023, or earlier if possible.**

GENERAL TERMS AND CONDITIONS:

AGREEMENT

In compliance with this request for proposals, the selected Proposer(s) will propose and agree to furnish all labor, materials, transportation, and services for the work described and specifications and for the items listed herein.

ALTERATION OR VARIATION OF TERMS

It is mutually understood and agreed that no alteration or variation of the terms of this RFP shall be valid unless made or confirmed in writing by the District. In addition, no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing shall be binding on the District.

ASSIGNABILITY

The successful Proposer(s) shall not assign or subcontract the work, or any part thereof, without the previous written consent of the District, nor shall the successful Proposer(s) assign, by power of attorney or otherwise,

any of the money payable under this contract unless written consent of the District has been obtained. No right under this contract, nor claim for any money due or to become due hereunder, shall be asserted against the District, or persons acting for the District, by reason of any so-called assignment of this contract or any part thereof, unless such assignment has been authorized by the written consent of the District.

COMPLIANCE WITH STATUTE

The Proposer(s) warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

CONTRACT

The successful Proposer(s) will be required to sign the District's standard contract for services. A copy of the contract is attached and must be signed and returned with the proposal.

CONTRACT TERM

The initial term of this contract shall be for a term of 6 months, with a goal of a completed needs assessment and recommendations in place by the end of the school year, in early June 2023. The expectation is that the contractor awarded this contract will complete the services within the 6 month window, and ideally before the end of this academic year, in early June 2023.

DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become the property of the District and will be returned only at the District's option and at the Proposer's expense. With the exception of confidential financial data, the original response shall be retained for official files and will become a public record after the contract, if any, is awarded or the District has rejected all proposals. The District will have no liability to Proposer(s) as a result of any public disclosure of submitted materials.

DISTRICT INVESTIGATIONS

The District may perform investigations of Proposers that extend beyond contacting the references identified in the proposals. The District may request that Proposers submit additional information pertinent to the review process. The District also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted.

ERASURES

The proposal submitted must not contain any erasures, interlineations, or other corrections.

ERRORS AND OMISSIONS

If a Proposer discovers any ambiguity, conflict, discrepancy, omissions, or other error in the RFP, the Proposer shall immediately notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have been furnished a RFP for quoting purposes, without divulging the source of the request for same. Insofar as practicable, the District will give such notices to other interested parties, but the District shall not be responsible therefore.

If a Proposer fails to notify the District, prior to the date fixed for submission of quotes, of a known error in the RFP, or an error that reasonably should have been known, the Proposer shall quote at his own risk; and if awarded the contract, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

The Proposer should carefully examine the entire RFP and any addenda thereto and all related materials and data referenced in the RFP or otherwise available and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

FINANCIAL STABILITY

Proposer certifies that it is a financially stable, going concern. Proposer agrees that if awarded a contract, it will provide immediate written notice to District in the event a petition in bankruptcy is filed by or against Proposer, or if Proposer is adjudged insolvent by any court, or if a trustee or receiver or liquidator of any property of Proposer is appointed in any suit or proceeding, or if Proposer makes an assignment for the benefit of creditors or takes the benefit of any bankruptcy or insolvency act, or liquidates its business for any cause whatsoever, or if anything similar happens to Proposer in any jurisdiction.

FINGERPRINTING REQUIREMENTS

The Contractor will comply with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract. Updated lists shall be provided when any changes occur.

INDEPENDENT CONTRACTOR

While performing services for Berkeley Unified School District, the selected Proposer(s) shall be an independent contractor and not an officer, agent, or employee of the District.

INSURANCE REQUIREMENTS

If selected, Proposer(s) shall obtain, pay for, and maintain in effect during the life of this Agreement the policies of insurance detailed in above.

MODIFICATIONS

Changes in or additions to the Proposal Form, alternative proposals, or any other modifications of the Proposal Form which is not specifically called for in the RFP may result in the rejection of the proposal as not being responsive to the RFP. No oral or telephonic modification of any proposal submitted will be considered.

MULTIPLE PROPOSALS

No person, firm or corporation shall be allowed to submit more than one response to this solicitation for proposals, unless alternate proposals are specifically called for.

NON-COLLUSION DECLARATION

Proposers are required to submit the attached Non-Collusion Declaration with their Proposals.

PREPARATION OF PROPOSAL

Berkeley Unified School District is requesting ONE (1) Original and Three (3) copies of the proposal to be submitted. All proposals submitted must be in sealed envelopes/boxes bearing on the outside the name of the Proposer, the address, and the RFP number. It is the sole responsibility of the Proposer to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the Proposer unopened.

BERKELEY UNIFIED SCHOOL DISTRICT RIGHTS AND OPTIONS:

The Berkeley Unified School District reserves the right to postpone selection for its own convenience, to

withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. The District reserves the right to waive any informalities or irregularities in received submittals. The District retains the sole discretion to determine issues of compliance and to determine whether a Proposer is responsive, responsible, and qualified. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

Berkeley Unified School District intends to award the winning bid to the most fiscally responsible, high quality, comprehensive bid that meets the scoring criteria set in up in the RFP. pursuant the Education Code 39802.

Proposals will be evaluated on the basis of quality of evaluation for the needs assessment and the agency's expertise in making skilled programmatic suggestions for the future of mental health service provision in our district.

The District reserves the right to consider any other pertinent information in determining what Contractor can best serve the interests of the Berkeley Unified School District. Proposer must demonstrate in their RFP responses that they have the available resources necessary to successfully meet Berkeley USD's requirements.

The District reserves the right to award this contract to multiple contractors if it is determined to be in the District's best interests. The award recommendation must be approved by the District's Board of Education.

COVID-19. The RFP will include an amendment clause to allow the District to modify their short, medium and long-term needs throughout the duration of the COVID-19 Public Health Emergency.

PRICE, TERMS, AND CONDITIONS

Price, terms, and conditions of this proposal are considered valid for one hundred twenty (120) days, from date of proposal opening, unless the offering party in writing allows for a longer period of time.

QUALIFICATIONS

All contractors may be required to furnish evidence of their professional ability, experience, and financial responsibility. No proposal will be accepted from, or a contract awarded to, any party or firm in arrears to Berkeley Unified School District.

QUESTIONS REGARDING THE RFP

Questions regarding this RFP should be set forth in writing and sent via e-mail to tombolliger@berkeley.net or rosinakeren@berkeley.net no later than **4:00pm (PDT) on Thursday Feb 16th 2023**. No other persons are authorized to receive questions relating to this RFP, and the District shall have no obligation to respond to questions sent to any other person or entity. In its discretion, the District may disregard the response of any firm that, in connection with this RFP, contacts any other District representative including, without limitation, any member of the District Board, Assistant Superintendents, Directors, Assistant Directors, Administrators, Consultants, Managers or any other District personnel.

Responses to questions received by the deadline will be posted on the District website at www.berkeleyschools.net. It is the responsibility of the proposer to check this website prior to submitting a proposal.

REGULATIONS

The Proposer's Proposal and any Contract entered into are subject to all applicable statutes of the United States or of the State and all applicable regulations and orders of the federal or state government now in effect or which shall be in effect during the period of such Contract.

RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District or Board of Trustees. Any such contact shall be grounds for the disqualification of the proposer.

SIGNATURES

The signature of all persons signing shall be in longhand and executed by principal duly authorized to make contracts. The Proposer's legal name shall be fully stated. Obligations assumed by such signature must be fulfilled.

STAFF ASSISTANCE

The District will provide required information and explanations which are pertinent to the work of the selected Proposer(s).

STAFFING BY SELECTED PROPOSER(S)

The selected Proposer(s) shall assign qualified professional staff with appropriate licenses, credentials, permits, knowledge, skills, and disciplines to complete the work covered under this RFP. The District will evaluate the qualifications and availability of key persons to be assigned to serve the District.

SELECTION CRITERIA

Responses will be evaluated on various criteria including, but not limited to experience, qualifications, fees, capacity, work time line, references, and location.

SUBMISSION FORMAT & REQUIREMENTS

Proposals shall be submitted to the Purchasing department Berkeley Unified School District, 2020 Bonar Street, Berkeley, CA 94702 before **4:00pm (PDT) on March 3rd 2023**. In advance of proposal submissions questions may be submitted to Tom Bollinger, Purchasing Supervisor tombollinger@berkeley.net. Any clarifications or additional questions can be submitted via email to Tom Bollinger, Purchasing Supervisor, or Rosina Keren, Mental Health Coordinator at Rosinakeren@berkeley.net no later than **4:00pm (PDT) on Feb 16th, 2023**. The District will post the answers to questions and any addenda to this RFP on our website at www.berkeleyschools.net.

Firms are responsible for checking this page for additional information prior to submitting Proposals.

The submission requirements for this RFP are detailed above. Review this RFP carefully before responding to ensure that you fully understand all procedural and contractual requirements.

Responses to the Request for Proposals shall include **ONE (1) Original and Three (3) copies**.

TERMINATION

Pursuant to terms and conditions of the Contract, the District reserves the right to terminate the Contract at any time for the District's convenience and without cause by giving thirty (30) days' notice of such termination to the Contractor.

WITHDRAWAL OF PROPOSALS

Proposers may withdraw their proposal either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of proposals.

PROPOSAL FORM
Complete and return with Proposal

RFP No. 23-0001

MENTAL HEALTH NEEDS ASSESSMENT SERVICES

BERKELEY UNIFIED SCHOOL DISTRICT
2020 BONAR STREET
BERKELEY, CA 94702

The undersigned hereby proposes and agrees to furnish Mental Health Needs Assessment Services in accordance with any and all conditions and specifications as set forth in the documents prepared by the above District, and which are entitled NOTICE TO BIDDERS, BID FORM, BID CONDITIONS, the CONTRACT attached, and with any other related Contract Documents therein defined, at the rates hereinafter detailed.

The programs outlined below are for evaluation purposes only and do not necessarily represent the routing, scheduling or equipment requirements of the District.

PROPOSAL SUMMARY

This is the Proposal of _____ (Proposer)

Base Bid "1" Total Cost per contract not to exceed \$75,000 _____

TOTAL COST PER YEAR NTE \$75,000_____

RFP No. 20-0001

Mental Health Needs Assessment Services:

Based on services provided, please invoice BUSD upon program completion.

**1. PROPOSAL QUESTIONNAIRE
(Return with Proposal)**

To the Proposer:

The following questionnaire is a part of this Request for Proposal. The Information provided herein will be used for evaluating the qualifications of the bidder to perform the work and services required pursuant to the Request for Proposal. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions or misrepresentation of the information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the Request for Proposal.

Where space is not provided for an answer, or your answer will not fit in the space provided, please attach

I. DESCRIPTION OF BIDDER'S ORGANIZATION

A. FIRM

Firm Name: _____

Address: _____

Telephone Number: _____

B. TYPE OF ORGANIZATION

Corporation (List officers and positions): _____ Other (please specify): _____

Where Incorporated: _____ Year of Incorporation: _____

Subsidiary (Give name and address of Parent Corporation): _____

Is your firm or a parent firm publicly held? Yes _____ No _____

If not, what private individuals or families own more than 20% of your firm, or who is the general partner, or who is the sole proprietor?

NONCOLLUSION DECLARATION

Complete and return with proposal:

The undersigned declares:

I am the _____ (title) of _____ (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ in Berkeley, California.

Signature

Name (printed)

PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Complete and return with proposal:

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signature: _____

Name: _____

Provider/Firm Name: _____

Date: _____

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

Outside Provider Background/Fingerprinting Investigation Certification of Employee Clearance

Complete and return with proposal:

Name of Company:		
Street Address:		
City:	State:	Zip:
Telephone:	Fax:	
Contact Person:		

Check one:

- I certify that my employees or I will not have more than limited contact with pupils during terms of the agreement.
- I certify that my employees or I will have more than limited contact with pupils during terms of the agreement and that:
 - My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Berkeley Unified School District.

- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

Company Name: _____

Print Name Title: _____

Signature Date: _____

Note: Any changes to the above information shall be forwarded to the District immediately.

BERKELEY UNIFIED SCHOOL DISTRICT

Mental Health Needs Assessment Services

RFP No. 23-0001 AGREEMENT

THIS AGREEMENT, made the 1st day of _____, 2023, in the County of Alameda, State of California, by and between Berkeley Unified School District, hereinafter called the DISTRICT, and hereinafter called the CONTRACTOR,

WITNESSETH that the DISTRICT and the CONTRACTOR for the considerations stated herein agree as follows:

1. **Scope of Contract:** The CONTRACTOR shall Conduct a Needs Assessment of our District's current mental health service provision, needs for more services and devise a plan for our next steps to provide a more comprehensive and equitable mental health program.
2. **Term of Agreement.** The initial term of the agreement shall be for the period beginning _____, ____/____/____ and ending _____, ____/____/____. The contract may be renewed by mutual consent for an additional one (1) year period, not to exceed three (3) years. The term of the extension would ____/____/____ through ____/____/____. At the end of the initial term this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions unless either party provides the other with not less than thirty (30) days prior written notice that the Agreement should terminate at the end of its then current term. In addition, in the event of a material breach of this Agreement, either party may terminate this Agreement with thirty (30) day notice to cure to the breaching party. If the breach is not cured, this Agreement will terminate immediately following the thirty (30) day notification period.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

3. **Permits and Licenses.** The CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses that are required by law for the execution of the Agreement.

4. **Insurance.** The Contractor shall at its sole cost and expense obtain and maintain in full force and effect during the term of this agreement general liability. The District shall be named as an additionally insured of the policy or policies and shall be furnished with a certificate of insurance (COI) requiring notice to District of at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment).

5. **Indemnity of the District.** The CONTRACTOR shall hold harmless and indemnify the DISTRICT, its Governing Board, its Officers, its Agents, and its Employees from every claim or demand that

may be made by reason of:

- a. Any injury to person or property sustained by the CONTRACTOR or by any person, employed directly or indirectly by CONTRACTOR upon or in connection with its performance under this Agreement, however caused;
- b. Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect, default, or omission of the CONTRACTOR or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under this Agreement; and
- c. Any liability that may arise from the furnishing or use of any copyrighted or uncopyrighted composition, secret process or patented or unpatented invention, under this Agreement.

6. **Assignments or Subcontracting.** The CONTRACTOR *shall not assign, transfer, or subcontract* any of its rights, burdens, duties, or obligations.

7. **Contractor.** While engaged in carrying out and complying with the terms and conditions of the Agreement the CONTRACTOR is an INDEPENDENT CONTRACTOR, and not an officer, agent, or employee of the DISTRICT. In providing the management and logistical support necessary to coordinate the Services, CONTRACTOR shall be and act as an INDEPENDENT CONTRACTOR in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the DISTRICT. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. CONTRACTOR understands and agrees that as an INDEPENDENT CONTRACTOR, it will not be eligible to participate in any benefits or privileges given or extended by the DISTRICT to its employees. CONTRACTOR shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the DISTRICT, its Board Members, Officers, employees and agents free and harmless therefrom.

8. **Assignment of Contractor's Rights.**, CONTRACTOR shall have no right to assign its rights or obligations under this Agreement to another Independent Contractor.

10. **Force Majeure.** CONTRACTOR may be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil

or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of CONTRACTOR, when satisfactory evidence thereof is presented to the DISTRICT.

11. **Fingerprint Clearance.** To the extent required under applicable law, rule or regulation applicable to the provision of Services being provided by CONTRACTOR shall require each CONTRACTOR personnel or driver in a position requiring contact with students to have been fingerprinted and cleared by the state Department of Justice (DOJ) and Federal Bureau of Investigations (FBI) verifying no prior convictions for or pleas of nolo contendere to a felony or any misdemeanor.
- a. Preemployment and annual driving records shall be free of convicted offenses within a 10-year period preceding the date of the check of the persons driving record.
 - b. Preemployment and required reporting by the driver upon status change, a criminal history record check shall be free from convicted offense(s) of a felony or misdemeanor involving moral turpitude, crimes against a minor child.
 - c. CONTRACTOR, not provide service to the DISTRICT when any background check or findings indicate criminal history convictions as obtained through stated and national searches (DOJ and FBI agencies).
 - d. **. Drug and Alcohol Testing.** CONTRACTOR agrees to implement any drug and alcohol testing requirements the DISTRICT may choose to require of specific individuals or categories of individuals..

15. **Health and Safety (Tuberculosis Testing).** To the extent required under applicable law, rule or regulation applicable to the provision of Services CONTRACTOR shall require each personnel who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor's signature. As a service to District, CONTRACTOR will maintain a copy of said verifications.

COVID-19. The approved CONTRACTOR will develop and disseminate communications relating to the COVID-19 health crisis and their social distancing protocols to the DISTRICT

21. **Non-Solicitation.** DISTRICT agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, DISTRICT will not, directly or indirectly,
- or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, or other person who has performed services for CONTRACTOR at any time during the term of this Agreement.

22. **Notices.** All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

BERKELEY UNIFIED SCHOOL DISTRICT
Mental Health Needs Assessment Services

RFP No. 20-0001 AGREEMENT

To District: Pauline Follansbee, Assistant Superintendent of Business Services
Berkeley Unified School District
2020 Bonar Street
Berkeley, CA 94702
Tel (510) 644-8593
Email: paulinefollansbee@berkeley.net

To Contractor: Name _____
Company _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Fax _____
Email _____

Proposer information reviewing **RFP No. 23-0001** Agreement. Notice of change of address shall be given by written notice in the manner detailed in this Agreement.

24. **Entire Agreement.** This Agreement and the attached proposal constitute the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.
25. **Waivers.** The waiver by either party of a breach or violation of any provisions of this Agreement

shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

26. **Attorney Fees.** In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.
27. **Severability.** In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.
28. **Further Acts.** Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

RFP No. 23-0001
Mental Health Needs Assessment Services