



**STUDENT ASSISTANCE PROGRAM AND PSYCHOLOGICAL SERVICES RFP**  
**March 22, 2024**

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The North Penn School District (NPSD) is soliciting proposals for “**Student Assistance Program (SAP) Services and Psychological Services**” from qualified organizations from July 1, 2024, through August 30, 2026.

**Submission deadline: 2:00 p.m. on the 11<sup>th</sup> day of April 2024. Location for submission of proposals:**

North Penn School District  
Attn: Dawn Johnston, Procurement Supervisor  
401 E. Hancock St.  
Lansdale, PA 19446

Proposals should clearly indicate “**SAP and Psychological Services RFP**” on the outside of the envelope. **Faxed or e-mailed proposals will not be accepted.**

The Request for Proposal for SAP and Psychological Services and specifications may be obtained from the District’s website at [www.npenn.org/bidspec](http://www.npenn.org/bidspec). Any questions should be directed to Mrs. Johnston by e-mail at [NPprocure@npenn.org](mailto:NPprocure@npenn.org). Responses to questions will be posted on the aforementioned website by April 4, 2024.

A preproposal meeting will be held on April 3, 2024, at 11:00 A.M. via a Google meeting. A link to that meeting may be obtained, a half an hour before the meeting, from the District’s website at [www.npenn.org/bidspec](http://www.npenn.org/bidspec)

The North Penn Board of School Directors reserves the right to reject any or all proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities relative thereto.

No proposal may be withdrawn before 90 days after the date of the opening of the proposals. Tentative plans call for the North Penn Board of School Directors to review the proposals and to take action to award a contract at its regular meeting on Thursday, May 16, 2024. First round interviews are tentatively scheduled to be conducted on Monday, April 29, 2024. If needed, a second round interview will be scheduled at a later date.

**THE DISTRICT MAY BE USING FEDERAL FUNDS FOR THESE SERVICES.**

**QUALIFIED BIDDERS MUST ENSURE COMPLETION OF ALL REQUIRED DOCUMENTS AND**

**COMPLIANCE WITH ALL CLAUSES NOTED IN THE RFP,**

**PARTICULARLY THE FEDERAL GRANT PORTION OF THE BID SPECIFICATIONS.**

# NORTH PENN SCHOOL DISTRICT

## RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES

### **I. RFP PROCESS, SAP SERVICES AND PSYCHOLOGICAL SERVICES OVERVIEW**

#### **1. Background and Objectives**

With a student population of 12,783, North Penn School District (NPSD) is located in the north central section of Montgomery County, Pennsylvania, and a small portion of south central Bucks County, Pennsylvania, and is comprised of the municipal subdivisions of the Boroughs of Hatfield, Lansdale and North Wales and the Townships of Hatfield, Montgomery, Towamencin and Upper Gwynedd, all located in Montgomery County and a small portion of the Townships of Hilltown and New Britain located in adjacent Bucks County. Geographically, the 42.6 square mile area lies approximately 18 miles north of center-city Philadelphia, 20 miles south of Allentown, 10 miles west of Doylestown and 10 miles northeast of King of Prussia, Pennsylvania. In addition to the incorporated communities, there are unincorporated communities located within the District including: West Point in Upper Gwynedd Township, Kulpville in Towamencin Township, Montgomeryville in Montgomery Township and Line Lexington in New Britain Township.

NPSD is a School District of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Commonwealth"). NPSD provides education services to students living within its community. The governing body of the District is a board of nine school directors who are each elected for a four-year term. The daily operation and management of the District is carried out by the administrative staff, headed by the Superintendent of Schools who is appointed by the Board of School Directors. More information about NPSD can be found at [www.npenn.org](http://www.npenn.org).

NPSD is seeking proposals from providers qualified and experienced in providing student assistance program (SAP) services. The vendors will have direct contact with students to provide counseling and support services to assist school personnel in identifying issues, including alcohol, drugs, mental health and other behaviors and factors, that pose a barrier to a student's learning and school success. These services must be provided by a licensed school counselor. A social work licensure is preferred but not required.

NPSD will use the objective criteria specified within this RFP to review proposals and will select the vendor(s) that best meet the requirements of the RFP. Any agreement issued as a result of the RFP does not guarantee any minimum amount of service or payment. A provider shall not perform services for NPSD without a fully executed agreement and all proper forms and documentation submitted as required by the RFP. If a provider has a sample agreement, please submit the agreement with the proposal. A provider will be compensated by NPSD for services satisfactorily performed in accordance with the RFP and contract requirements.

Service providers must be in compliance with the Code of Federal Regulations. The provision of services pursuant to 34 CFR 300.138 through 300.143 must be provided by employees of a public agency or through contract by the public agency with an individual, association, agency, organization, or other entity. [34 CFR 300.138(c)(1)] [20 U.S.C. 1412(a)(10)(A)(vi)(I)]. Special education and related services provided to parentally-placed private school children with disabilities, including materials and equipment, must be secular, neutral, and non-ideological. [34 CFR 300.138(c)(2)] [20 U.S.C. 1412(a)(10)(A)(vi)].

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### School-Year SAP Services will include the following:

1. Provide consultation, technical assistance and education for NPSD school SAP Teams. Assigned staff will attend the school SAP CORE Team meeting on a regular basis. Position requires that the professional will have successfully completed the PASTP professional training, and hold a valid SAP certificate.
2. Accept and facilitate referrals from school SAP CORE Teams for school based, SAP Assessment and ongoing services.
3. Provide assistance to students and parents with referral to other appropriate services as recommended.
4. Serve as a liaison between outside agencies and school.
5. Provide SAP Core Team consultation to district Staff.
6. Provide psychoeducational and facilitation of the group process and individual support for students.
7. Conduct faculty in-service and student orientation regarding the SAP process at the request of the NPSD and individual school teams.
8. Provide psychoeducational resources to school personnel, students, families and the community.

### Summer SAP Services will include the following:

1. Accept and facilitate referrals from school SAP CORE Teams for school based, SAP Assessment and ongoing services.
2. Provide assistance to students and parents with referral to other appropriate services as recommended.
3. Serve as a liaison between outside agencies and school.
4. Provide psychoeducational and facilitation of the group process and individual support for students.
5. Provide psychoeducational resources to school personnel, students, families and the community.

## **2. Term of Agreement**

The District intends to establish a stable relationship with the awarded vendor(s). To do this, the District would like to develop an agreement from July 1, 2024, through August 30, 2026.

The District reserves the right to terminate this agreement for any reason at any time by giving sixty (60) days written notice to the institution of its intention to terminate as of the date specified in the notice. Should the provider terminate prior to the expiration of the agreement, all District costs to establish a new service agreement will be the responsibility of the terminating provider. If the provider fails to perform duties to the satisfaction of NPSD, or if the provider fails to fulfill in a timely and professional manner their obligations under this agreement, or if provider violates any of the terms or provisions of this agreement, then NPSD shall have the right to terminate this agreement effective immediately upon NPSD giving written notice thereof to the provider.

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### 3. Selection Criteria

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the provider(s) submitting the lowest priced proposal. Award(s) will be made to the provider(s) submitting the best responsive proposal satisfying all NPSD requirements, price factors considered.

The committee evaluating the proposals submitted in response to this RFP may require any or all providers to give an oral presentation to clarify or elaborate on their proposal as well as to provide a demonstration. Upon completion of oral presentations or discussions, Contractors may be requested to revise any or all portions of their proposals.

NPSD will evaluate each provider's proposal in the areas of the proposed plan, experience, service capabilities, product quality, cost, and best value on the pre-determined evaluation criteria below.

#### **The District will evaluate each proposal received based upon the following criteria:**

- **30 Points - Program Plan:** The adequacy and completeness of the plan offered addressing the Scope of Services.
  - Clearly defined components of service delivery and implementation
  - Evidence of counseling services and supports
  - Clear explanation of organizational structure and contacts
- **40 Points - Provider's Capabilities:** The demonstrated ability of the Provider to provide services.
  - Vendor experience and level of knowledge,
  - List of references and Resume(s)
  - Ability to provide all necessary materials and supplies, explanation of how the vendor is organized and how its resources will be utilized
  - Adequate staff to serve an organization as large as NPSD, which has approximately 13,000 students. Identification of service needs will reflect a smaller population of the total district enrollment.
- **30 Points - Financial Proposal:** Reasonable and customary fees for providing services

### 4. Terms and Conditions

Be aware that this is a request for professional services, and not a competitive bid. The District is not required to conduct its request for professional services in accordance with competitive bidding laws.

#### **The terms and conditions of this proposal are that the District:**

- Reserves the right to reject any or all proposals, to waive any irregularities or informalities, and to select the best proposal in the opinion of the District.
- May render the proposal invalid due to unauthorized modifications of proposal specification forms or terms.
- May award to one or more vendors to meet the needs of NPSD.

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### 5. Instructions for Submission of Applications

Submission deadline: **2:00 p.m. on the 11<sup>th</sup> of April, 2024.**

Location for submission of proposals:

**North Penn School District  
Attn: Dawn Johnston, Purchasing Supervisor  
401 E. Hancock St.  
Lansdale, PA 19446**

A provider must submit the following three items:

1) an original application, 2) one (1) copy of the application, and 3) an electronic copy of the proposal and copies of all documents on a USB drive in a sealed envelope, clearly marked "**SAP and Psychological Services RFP.**" Late applications will not be evaluated.

- Proposals must be signed by an official authorized to bind the contractor to the provisions of this RFP.
- The District will not accept faxed or electronic submission of proposals.

### 6. Schedule

1. Preproposal Meeting: **April 3, 2024, at 11:00 A.M.** (Google Link to be posted on website.)
2. Proposals received by North Penn School District: **April 11, 2024, at 2:00 p.m.**
3. 1<sup>st</sup> Round Interviews: **April 29, 2024**
4. 2<sup>nd</sup> Round Interviews (If Necessary): **TBD**
5. Tentative Contract Review and Execution: **May 1<sup>st</sup> through May 8<sup>th</sup>, 2024**
6. Tentative Award Announcement: **May 16, 2024**
7. Contract Start Date – **July 1, 2024**

### 7. Directions for Completion of Application

All applicants must provide applicant information using the standard forms provided in Attachment A – Applicant Contact Information, Attachment C – Certification of Proposal, and Attachment D – Non-Collusion Affidavit. A secondary packet of information should also be submitted to support the information requested in Attachment B - Additional Information to be Provided.

## II. SCOPE OF SERVICES

This section describes the services the District intends to use as a customer. NPSD is seeking experienced and credentialed counselors to provide Mental Health and Drug & Alcohol counseling support for identified students, as well as support for building SAP Core Teams and faculty.

The vendor will provide psychoeducational services to school personnel, students, families and the community according to the needs set forth by District Administration to include the following but is not limited to:

### School-Year SAP Services and Psychological Services:

- Provide consultation, technical assistance and education for NPSD school SAP Teams.
- Assigned staff will attend the school SAP CORE Team meeting on a regular basis.
- Must have own transportation and be willing to travel throughout the district.

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### **RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES**

- Position requires that the professional will have successfully completed the PASTP professional training, and hold a valid SAP certificate.
- Accept and facilitate referrals from school SAP CORE Teams for school based, SAP Assessment and ongoing services.
- Provide assistance to students and parents with referral to other appropriate services as recommended.
- Serve as a liaison between outside agencies and school.
- Provide SAP Core Team consultation to district Staff.
- Provide psychoeducational and facilitation of the group process and individual support for students.
- Conduct faculty in-service and student orientation regarding the SAP process at the request of the NPSD and individual school teams.
- Provide psychoeducational resources to school personnel, students, families and the community.
- Vendors are required to provide any materials, technology, and office supplies.
- NPSD internet and student access is provided as determined by service agreement and the scope of work.
- The services are based on referrals from the school's SAP Core Team for identified students.
- The SAP Liaison will provide Mental Health and Drug & Alcohol school based or if required, agency-based screenings when recommended by the SAP Core Team.
- The SAP Liaison will provide referral information for identified students.
- The SAP Liaison will provide follow-up with parents and students as permitted.
- The SAP Liaison will provide postvention assistance to SAP Core Teams, students, family and Faculty when confronted with significant events that would adversely affect the school and community; i.e. student death or other tragic event, as needed or requested by the NPSD.
- The SAP Liaison will provide technical assistance to SAP Core Teams regarding best practices for SAP as per state standards and guidelines.
- The SAP Liaison will provide educational groups offered for students through the SAP CORE Team.
- The SAP Liaison will provide aftercare services for identified students that have returned to the school following treatment. This may include assistance in aftercare planning or educational groups.
- The SAP Liaison will provide educational resources to school personnel, students, families, and community members as requested within the limits of staff availability.
- The SAP Liaison will facilitate or participate in SAP Core Team maintenance.
- The SAP Liaison will consult with NPSD schools around strategies to engage parents in the SAP process.
- The SAP Liaison will provide technical assistance to the NPSD for policy development in areas related to his/her field of expertise

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Summer SAP Services will include the following:

- Accept and facilitate referrals from school SAP CORE Teams for school based, SAP Assessment and ongoing services.
- Provide assistance to students and parents with referral to other appropriate services as recommended.
- Serve as a liaison between outside agencies and school.
- Provide psychoeducational and facilitation of the group process and individual support for students.
- Provide psychoeducational resources to school personnel, students, families and the community.
- Must have own transportation and be willing to travel throughout the district.

### **III. CONTRACT COMPLIANT GUIDELINES:**

#### **Insurance**

The school district will require the contractor, at the contractor's expense, to provide professional liability, general liability, and workers compensation insurance as required in the general conditions of these specifications and to name the North Penn School District as an additional insured. The contractor is required at all times during this contract period to provide insurance coverage as follows:

1. General Liability Coverage \$1,000,000
2. Professional Liability Coverage \$1,000,000
3. Workers Compensation Each Accident \$ 500,000
4. Workers Compensation Each Disease/Per Employee \$ 500,000
5. Workers Compensation Each Disease/Policy Limit \$ 500,000

#### **Right to Monitor and Audit**

District shall have the right to monitor all work performed, as well as to review all records and procedures to ensure that the expenditure of funds is in conformity with this agreement and applicable Federal and State regulations.

Providers are required to provide a copy of a certificate of liability insurance to provider prior to commencement of services and may be required to provide a copy of their business license.

#### **Record Retention**

Contractor shall maintain and preserve all records related to this agreement in its possession (or will ensure the maintenance of such records in the possession of any third-party performing work related to this agreement) for a period of not less than seven (7) years from the effective date of this agreement or until all State audits are complete, whichever is later.

#### **Confidentiality/Privacy**

Personally Identifiable Information ("PII") is defined as an individual's first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

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To the extent that the work under this Agreement requires the provider to have access to PII, the provider shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Provider agrees to execute a Confidentiality

Vendor agrees to protect PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the District, in writing. If and when provider becomes aware of, or should reasonably have been aware of a breach of PII, Contractor shall notify the District within two (2) business days.

The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of protected health information.

### **Non-Exclusive Agreement**

Provider understands that this is not an exclusive agreement, and District shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by provider, or to perform such services with provider's own forces.

### **Human Relations Act**

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951 et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The contractor shall agree to comply with the provisions of this Act as amended that are made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.

### **Competent Workers:**

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent and first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such hours by employers of organized labor in doing of similar work in the District where the work is being done.

### **Clearances**

All contractor staff members, who will work with North Penn students, must have all of the required Federal and State Criminal and Child Abuse clearances in effect during the duration of this contract. Original documentation of these clearances must be presented to the appropriate personnel who will make appropriate copies for the District records. All new or substitute individuals must provide this documentation before working with the students. At the time of this request for proposal, required clearances include:

1. Act 34, Section III of the Public School Code (Criminal Record Check)
2. Act 151, Chapter 63 of 23 PA Consolidated Statutes (Pennsylvania Child Abuse History)
3. Act 114 (F.B.I. Fingerprinting Clearances)
4. Act 168 (Sexual Misconduct/Abuse Disclosure Release)



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Provider agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

### **Compliance with Policy/Law**

Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

### **IV. FEDERAL GRANT REQUIREMENTS**

North Penn School District is anticipating the use of federal grants to fund the SAP contract. The following requirements must be met by qualified vendors.

#### **(A) General Compliance and Cooperation**

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements in addition to the foregoing specific requirements. The Awarded Vendor agrees, in accepting any Purchase Order or contract from the Eligible Entity, it shall make a good-faith effort to work with the Eligible Entity to provide such information and to satisfy such requirements applicable to the Contract under applicable Federal Regulations, and as may apply to the Eligible Entity's purchase/s including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Grant Guidance. For example, the Eligible Entity must perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. Such a cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. Thus, the Awarded Vendor agrees to make a good-faith effort to work with the Eligible Entity to complete such a cost or price analysis in order to comply with applicable law.

***Does the Vendor agree to term? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor***

#### **(B) Vendor Violation or Breach of Contract Terms**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties. Provisions regarding Awarded Vendor default are included in the Contract Documents. Any Contract award will be subject to such Contract Documents. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity.**

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In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or 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.

***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(C) District Termination for Cause and for Convenience**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be affected and the basis for settlement.**

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. The Awarded Vendor agrees that the following term and condition shall apply: The Eligible Entity may terminate or cancel any Purchase Order under the Contract at any time, without cause, by providing seven business days advance written notice to the Awarded Vendor. If this Agreement is terminated for convenience in accordance with this paragraph, the Eligible Entity shall only be required to pay Awarded Vendor for goods or services delivered to the Eligible Entity prior to the termination and not otherwise returned in accordance with Awarded Vendor's return policy. If the Eligible Entity has paid the Awarded Vendor for goods or services not yet provided as of the date of termination, the Awarded Vendor shall immediately refund such payment(s). The Eligible Entity may terminate or cancel any Purchase Order under the Contract with cause pursuant to Section XIII.6.

***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(D) Contract with Historically Under-Utilized Businesses:**

**Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to 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;

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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.

Does the Vendor agree to terms? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

### **(E) Equal Employment Opportunity**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

***The District has determined that the Contract [is not] a federally assisted construction contract and these requirements [are not] applicable to the Contract.***

### **(F) Prevailing Wage Requirement for Construction Contracts**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

***The District has determined that these requirements [are not] applicable to the Contract.***

### **(G) Rights to Inventions Made Under Agreement**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

***The District has determined that these requirements [are not] applicable to the Contract.***

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### **(H) Profit as a Separate Element of Price**

For purchases using federal funds in excess of \$250,000, the Eligible Entity may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When the Eligible Entity makes a reasonable determination that such information is required by applicable law, the Awarded Vendor agrees to provide information and negotiate with the Eligible Entity regarding profit as a separate element of the price for a particular purchase.

However, the Awarded Vendor agrees that the total price, including profit, charged by the Awarded Vendor to the Eligible Entity shall not exceed the awarded pricing.

### **(I) Clean Air Act and Federal Water Pollution Control Act**

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$250,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, the Awarded Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

*The District has determined that these requirements [are not] applicable to the Contract.*

### **(J) Byrd Anti-Lobbying Amendment**

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, 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, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti Lobbying Amendment (31 USC 1352). The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

*The District has determined that these requirements [are] applicable to the Contract.*

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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### **(K) Debarment and Suspension**

**Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain 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.**

Vendor certifies that it is not listed on the governmentwide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor further agrees to immediately notify the Eligible Entity with pending purchases or seeking to purchase from the Awarded Vendor if the Awarded Vendor is later listed on the governmentwide 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.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

### **(L) Domestic Preferences**

**Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.**

**Does the Vendor agree to term? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

### **(M) Procurement of Recovered Materials**

**Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.**

For Eligible Entity's purchases utilizing federal funds, the Awarded Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the district may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

***The District has determined that these requirements [are not] applicable to the contract.***

# NORTH PENN SCHOOL DISTRICT

## RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES

### **(N) Bonding Requirements**

**Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:**

a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

***The District has determined that these requirements [are not] applicable to the contract.***

### **(O) Anti-Kick Back**

**The Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.**

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

### **(P) ADDENDUMS**

**If the need arises for an addendum to the specifications the District will post the clarification to [www.npenn.org/bidspec](http://www.npenn.org/bidspec) no later than April 4<sup>th</sup>, 2024. It is the responsibility of vendors submitting bids or proposals to ensure all addendums have been reviewed prior to submission of the proposal.**

# NORTH PENN SCHOOL DISTRICT

RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES



## ATTACHMENT A - APPLICANT CONTACT INFORMATION

NAME OF ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

WEBSITE ADDRESS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**ALL PROPOSALS MUST BE RECEIVED BY THE NORTH PENN SCHOOL DISTRICT BY 2:00 P.M. ON THE 11TH DAY OF APRIL, 2024. Location for submission of proposals:**

**Dawn Johnston, Purchasing Supervisor  
North Penn School District  
401 E. Hancock St.  
Lansdale, PA 19446  
[NPprocure@npenn.org](mailto:NPprocure@npenn.org)  
[www.npenn.org](http://www.npenn.org)**

# NORTH PENN SCHOOL DISTRICT

## RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES



### ATTACHMENT B - ADDITIONAL INFORMATION TO BE PROVIDED

1. Provide a description of the provider’s experience in performing the required Mental Health Services for a school setting. Describe the type of service history, wellness support, years of experience, etc.). Provide resumes of the individual or staff to be assigned to work with NPSD, including their areas of expertise, years of experience, and licensure and/or certifications.
2. For the 2023-2024 school year, NPSD had 6 (non-federal funded) FTEs of service provided for SAP needs. 2 of the FTE were provided and funded through the County SAP services. For the 2024-2025 and 2025-2026, school year the district will be looking to contract, independent of the County SAP services, a minimum of 4 FTE. Would you be able to meet the district needs with your current number of personnel on staff or would hiring be required to accommodate the needs of NPSD?
3. For the summer services, NPSD will determine what service schedule will be needed prior to each summer. Additionally, the district may enter into agreements with one or more to meet summer needs based on the applicable student population. Is there a minimum requirement needed to provide summer services?
4. Describe your customer service philosophy, standards, and structure and how they will be provided to the District. Include the contact information for the dedicated customer service representative(s) for the District.

5. Service Costs

		Year 1	Year 2
		7/1/2024-6/30/2025	7/1/2025-8/30/2026
A.	FTE (per year cost)-Mental Health Counselors		
B.	Summer Services-SAP (Hourly rate)		

6. Have the employees you would be assigning to this contract had continuing education training to enhance their skills for working with families and educational staff?
7. Have you previously had or do you currently have contracts with other school systems in Pennsylvania? If yes, identify those school systems for the purpose of providing a reference. Detailed contact information and description of services provided.
8. Are you currently or have you within the last 10 years, been involved in litigation regarding SAP services? If yes, provide details.
9. Has your company ever had a client cancel a contract mid-term or not renew a contract at the end of the term? If yes, please provide specifics.



# NORTH PENN SCHOOL DISTRICT

## RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES



### ATTACHMENT C - CERTIFICATION OF PROPOSAL DOCUMENTS

The provider certifies by signing this document that they:

1. Have carefully read and fully understand the information in the RFP.
2. Have the capability to successfully undertake the scope of work herein and complete the responsibilities and obligations of the proposal being submitted.
3. Represent that the information contained in the proposal is true and correct.
4. Did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation, review committee member, NPSD employee or other proposer in regard to the amount, terms or conditions of this proposal.
5. Acknowledge that the NPSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by the proposer.

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**NORTH PENN SCHOOL DISTRICT**

**RFP FOR STUDENT ASSISTANCE PROGRAM SERVICES AND PSYCHOLOGICAL SERVICES**

**ATTACHMENT D**

**NON-COLLUSION AFFIDAVIT**

**RFP SAP SERVICES AND PSYCHOLOGICAL SERVICES OVERVIEW**



State of \_\_\_\_\_ County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
*(Title)* *(Name of my Firm)*

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for price(s) and the amount of this proposal.

**I state that:**

1. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or non-competitive proposal or other form of competitive proposal.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees.  
*(name of my firm)*

are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
*(name of my firm)*  
representations are material and important, and will be relied on by North Penn School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the North Penn School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
*(Name)*

and

\_\_\_\_\_  
*(Company Position)*

**SWORN TO AND SUBSCRIBED**

**BEFORE ME THIS \_\_\_\_\_ DAY**

**OF \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*My Commission Expires*