



REQUEST FOR PROPOSAL (RFP) FOR IN SCHOOL COUNSELOR SERVICES

May 6, 2022

The North Penn School District (NPSD) is soliciting school year service proposals for “In School Counselor Services” from qualified organizations for a term of two years (2) years, July 1, 2022 through June 30, 2024.

Submission deadline: 10:00 a.m. on the 23rd day of May, 2022. Location for submission of proposals:

North Penn School District
Attn: Kristin Johnson, Assistant Director of Business Administration
401 E. Hancock St.
Lansdale, PA 19446

Proposals should clearly indicate “NPSD In School Counselor Services” on the outside of the envelope. Faxed or e-mailed proposals will not be accepted.

The Request for Proposal for In School Counselor Services specifications may be obtained from Ms. Kristin Johnson at johnsok@npenn.org as well as the district’s website at www.npenn.org/bidspec. Any questions should be directed to Ms. Johnson by email at johnsok@npenn.org. Responses will be posted on the aforementioned website.

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No proposal may be withdrawn before 90 days after the date of the opening of the proposals.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, June 17, 2022. First round interviews are tentatively scheduled to be conducted Tuesday, May 31, 2022. Additional rounds of interviews may be required. If necessary, the date and time for additional rounds will be communicated during the first-round interview.

NORTH PENN SCHOOL DISTRICT

IN SCHOOL COUNSELOR SERVICES REQUEST FOR PROPOSAL

I. RFP PROCESS AND IN SCHOOL COUNSELOR 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 several well-known unincorporated communities located within the School 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 School District is a board of nine school directors who are each elected for a four-year term. The daily operation and management of the School District is carried out by the administrative staff of the School District, headed by the Superintendent of Schools who is appointed by the Board of School Directors.

There are approximately 2,200 employees of the School District, including 1,200 teachers and administrators and 990 support personnel including secretaries, maintenance staff, custodial staff, school nutrition staff, transportation and teacher aides. The 2021-22 annual budget is \$291,641,146. More information about NPSD can be found at www.npenn.org.

NPSD is seeking proposals from providers qualified and experienced in providing In School Counselor Services. The vendors will have direct contact with students, and their families, and/or district personnel delivering related services in the district and North Penn Community. The scope of work shall be completed by highly qualified licensed counselors.

NPSD will use the objective criteria specified within this RFP to review proposals and will select vendor(s) that meets 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. 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 contract requirements.

NORTH PENN SCHOOL DISTRICT IN SCHOOL COUNSELOR SERVICES REQUEST FOR PROPOSAL

The North Penn School District seeks augment district school counseling support, with additional counseling support and services for its students. In School Counseling support will serve as the vehicle to provide appropriate counseling and support services to assist school personnel in supporting students with a myriad of identifying issues, including mental health concerns, family trauma, peer and relationship issues, and other behaviors and factors that pose a barrier to a student's learning and school success. These services will be provided by a licensed counselor.

In School Counseling Services will include the following:

1. Provide psychoeducational and facilitation of the group process and individual support for NPSD students.
2. Provide consultation, technical assistance and education for NPSD school Counseling Teams.
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 psychoeducational resources to school personnel, students, families and the community.

2. Term of Agreement

NPSD is interested in establishing a stable relationship with the awarded vendor(s). To do this, NPSD would like to develop an agreement with a term of two (2) years, July 1, 2022 through June 30, 2024.

NPSD may terminate this agreement for any reason at any time by giving sixty (60) days written notice to the provider of its intention to terminate as of the date specified in the notice. Should the provider terminate prior to the expiration of the agreement, NPSD 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.

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 NPSD requirements, price factors considered.

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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, providers 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 predetermined evaluation criteria below.

NPSD 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
 - 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. NPSD is not required to conduct its request for professional services in accordance with competitive bidding laws, but is required to conduct the RFP in accordance with NPSD policy.

The terms and conditions of this proposal are that NPSD:

- Reserves the right to reject any or all proposals.
- Reserves the right to waive any irregularities or informalities and select the best proposal in the opinion of NPSD.
- 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.

5. Instructions for Submission of Applications

**NORTH PENN SCHOOL DISTRICT
IN SCHOOL COUNSELOR SERVICES REQUEST FOR PROPOSAL**

- Submission deadline: 10:00 a.m. of the 23rd day of May, 2022. Location for submission of proposals:

North Penn School District
Attn: Kristin Johnson, Assistant Director of Business Administration
401 E. Hancock St.
Lansdale, PA 19446

A provider must submit an original application, three (3) copies of the application, and an electronic copy on a flash drive in a sealed envelope, clearly marked “NPSD In School Counselor Services.” Late applications will not be evaluated.

- Proposals must be signed by an official authorized to bind the provider to the provisions of this RFP.
- NPSD will not accept faxed or electronic submission of proposals.
- Provider(s) should include a copy of the service contract that would be required if awarded the RFP, if a standard contract is available.

6. Schedule

1. Proposals received by North Penn School District: May 23, 2022, at 10:00 a.m.
2. Tentative 1st Round Interviews: May 31, 2022
3. If necessary, the date and time for additional rounds will be communicated during the first-round interview.
4. Award announcement: June 17, 2022
5. Tentative Contract Start Date – July 1, 2022

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 Documents, and Attachment D – Byrd Anti-Lobbying Amendment Certification. A secondary packet of information should be submitted to support the information requested in Attachment B – Additional Information to be Provided.

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II. SCOPE OF SERVICES

This section describes the services NPSD intends to use as a customer. NPSD is seeking experienced and credentialed counselors to provide group and individual Mental Health Counseling support for identified NPSD students, as well as support for their families.

- 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 Counseling/Admin Team for identified students.
- In School Counselors will provide Mental Health Counseling Services when recommended by the school's counseling Team.
- The In School Counselor will provide referral information for identified students.
- The In School Counselor will provide follow-up with parents and students as permitted
- The In School Counselor will provide postvention assistance to the school's counseling/admin 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 In School Counselor 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 In School Counselor will provide educational resources to school personnel, students, families, and community members as requested within the limits of staff availability.
- The In School Counselor will provide technical assistance to the NPSD for policy development in areas related to his/her field of expertise

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Insurance

NPSD will require the provider, at the provider'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 NPSD as an additional insured. The provider 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 \$ 1,000,000
4. Workers Compensation Each Disease/Per Employee - Statutory Limit
5. Workers Compensation Each Disease/Policy Limit - Statutory Limit

Right to Monitor and Audit

NPSD 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 NPSD prior to commencement of services.

Record Retention

Provider 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 service 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.

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 Agreement protecting 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 NPSD, in writing. If and when provider becomes aware of, or should reasonably have been aware of a breach of PII, Provider shall notify NPSD 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.

NORTH PENN SCHOOL DISTRICT IN SCHOOL COUNSELOR SERVICES REQUEST FOR PROPOSAL

Non-Exclusive Agreement

Provider understands that this is not an exclusive agreement, and NPSD 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, providers and others. The provider 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.

Clearances

All provider staff members, who will work with NPSD 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 NPSD 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)

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

Provider shall comply with all policies, procedures and regulations of NPSD 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 providers. In the event NPSD receives a request for access to a public record that is in the possession of Provider, NPSD shall notify the Provider of the request and Provider shall provide NPSD with the requested record in a timely manner so as to enable NPSD compliance with the Pennsylvania Right to Know Law.

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III. FEDERAL GRANT REQUIREMENTS

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

Awarded Vendor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils), as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. 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.

Termination for Cause or Convenience

For any purchase or contract in excess of \$10,000 made using federal funds, 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.

Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all Eligible Entity purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to 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." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Awarded Vendor agrees that such provision applies to any Eligible Entity purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60- 1.3 and the Awarded Vendor agrees that it shall comply with such provision.

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Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Awarded Vendor certifies that the Awarded Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. The 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 government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352)—Bidders who bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, Bidders agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti Lobbying Amendment (31 USC 1352).

Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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.

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Procurement of Recovered Materials

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.

Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, 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.

General Compliance and Cooperation with Eligible Entity

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 as may apply to the Eligible Entity's purchase or purchases 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.

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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 10:00 A.M.
ON THE 23RD DAY OF MAY, 2022. Location for submission of proposals:**

**Kristin Johnson, Assistant Director of Business Administration
North Penn School District
401 E. Hancock St.
Lansdale, PA 19446
johnsok@npenn.org
www.npenn.org**

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ATTACHMENT B - ADDITIONAL INFORMATION TO BE PROVIDED

1. Provide a description of the provider's experience in performing the required In School Counselor services in a school setting. Describe what type of provider you are, type of service history (in school counselor services, working with school aged students/families, 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 teacher certification.
2. For the 2021-2022 school year, NPSD had contracted 8.4 FTE for In School Counselor Services and would look to contract the same count for 2022-2023 and 2023-2024. 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. Describe your customer service philosophy, standards, and structure and how they will be provided to NPSD. Include the contact information for the dedicated customer service representative(s) for the NPSD.
4. Service Costs

	Year 1	Year 2
	07/01/22-06/30/23	07/01/23-06/30/24
In School Counselor Services (School Year) Per FTE		

5. Have the employees you would be assigning to this contract had continuing education training to enhance their skills for working with school aged children?
6. 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. Provide contact information and description of services.
7. Are you currently or have you within the last 10 years, been involved in litigation regarding In School Counselor services? If yes, provide details.
8. 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.

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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 _____

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ATTACHMENT D – BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, [Company] _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Please check the appropriate box:

_____ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract. or

_____ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract. Executed this _____ day of _____, 20_____

By: _____
(Type or Print Name) (Title of Executing Official)

(Signature of Executing Official) (Name of Organization/Applicant)