

**North Penn School District
401 East Hancock Street
Lansdale, PA 19446
www.npenn.org**

**REQUEST FOR PROPOSALS (RFP)
REFERENDUM CONSULTING SERVICES**

1. INTENT & BACKGROUND

North Penn School District (the “District”) is soliciting proposals from qualified referendum consulting firms (the “Consultant”) to assist the District with the education and communication for the community and other items as designated by the Administration for the purpose of an electoral debt referendum.

The District is located in the north-central section of Montgomery County, Pennsylvania, and a small portion of the southern 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, Pennsylvania.

The District presently owns thirteen elementary schools, three middle schools, one high school, a credit recovery school, a Support Services Center, a Transportation Center, and an Educational Service Center (administration building). Students in grades 9-12 also attend the North Montgomery County Area Vocational Technical School. The District has approximately 12,700 students. Additional information may be obtained by visiting the District’s website at www.npenn.org.

The North Penn School District engaged SchraderGroup Architecture to perform a master plan for the North Penn High School located at 1340 S. Valley Forge Road in Lansdale. The master plan has concluded and the final plan includes two options. Option 1 would include performing a grade realignment to move the 9th-grade population (currently housed in the middle schools) to the North Penn High School site. The 9th grade would be housed in an addition to the North Penn High School. In an effort to support the additional student body, other areas of the North Penn High School would be expanded including a new athletic facility and the development of a new commons and cafeteria areas. In addition to the additions to the North Penn High School, Option 1 would include all new building systems, increased natural lighting, and 21st-century, flexible learning spaces. The entire building will be renovated to allow for a reimagined educational facility to meet the needs of 21st-century learning.

The North Penn Board of School Directors has decided to have the public decide if Option 1 will be the preferred option through a referendum process. The portion of the project that will be decided by referendum is the 9th grade addition. If the public votes “yes” to the referendum, agreeing to build the 9th grade addition, the entire Option 1 project will move forward. If the public votes “no” to the referendum, Option 2 will be the recommended option.

Option 2 is a scaled down project that includes renovating the existing building systems and finishes with a small addition.

Option 1 and Option 2 also include relocation of the Transportation Center from the North Penn High School site. This includes the purchase of a property and the construction of a new Transportation Center elsewhere in the North Penn School District.

Information including public presentations, estimates, and more specific information regarding the North Penn High School project can be found at the [Re-Imagine North Penn High School website](https://reimaginephs.my.canva.site/#page-0) <https://reimaginephs.my.canva.site/#page-0>

Preliminary square foot cost estimates are outlined below.

North Penn High School Additions and Renovations – Option 1 (Referendum Passes)

- Total Estimate (Hard & Soft Cost) - \$400.8 million
 - 9th Grade Addition (Hard & Soft Cost) - \$94.6 million
 - 9th Grade Addition (Hard Cost) - \$75.7 million
 - 9th Grade Addition (Soft Cost) - \$18.9 million
 - Existing Building Renovations & Additions (Hard & Soft Cost) - \$288.4 million
 - Existing Building Renovations & Additions (Hard Cost) - \$248.4 million
 - Existing Building Renovations & Additions (Soft Cost) - \$40.0 million
 - Transportation (Property, Hard & Soft Cost) - \$17.8 million
 - Property Acquisition - \$3.0 million
 - Transportation (Hard Cost) - \$11.8 million
 - Transportation (Soft Cost) - \$3.0 million

North Penn High School Additions and Renovations – Option 2 (Referendum Fails)

- Total Estimate (Hard & Soft Cost) - \$236.8 million
 - Existing Building Renovations & Addition (Hard & Soft Cost) - \$219.0 million
 - Existing Building Renovations & Additions (Hard Cost) - \$164.0 million
 - Existing Building Renovations & Additions (Soft Cost) - \$55.0 million
 - Transportation (Property, Hard & Soft Cost) - \$17.8 million
 - Property Acquisition - \$3.0 million
 - Transportation (Hard Cost) - \$11.8 million
 - Transportation (Soft Cost) - \$3.0 million

The referendum will require significant outreach of education efforts within the community. The District is issuing this RFP for the purpose of selecting the most qualified, competent, and experienced Consultant to ensure that the messaging and information-sharing with the public is done professionally resulting in a well-informed electorate before the election. The Consultant must demonstrate significant experience and successful outcomes in prior efforts that have been undertaken specifically for an electoral debt referendum.

2. QUALIFICATION REQUIREMENTS

The Consultant retained by the District shall meet or exceed the following minimum qualifications:

- 2.1 The Consultant retained must be properly licensed to provide consulting services in the Commonwealth of Pennsylvania.

2.2 The Consultant must have a minimum of five (5) years prior experience in advising a public school district on a building project referendum or a budget (tax) referendum.

2.3 If the firm is unable to provide service in an area identified in this RFP, state how the firm would provide consultative service from a secondary source.

3. **SCOPE OF SERVICES**

3.1 **Selection and Appointment of Consultant**

3.1.a The Consultant may be a firm or individual practitioner.

3.1.b Prior to engagement, the prospective Consultant will be required to provide documentation of credentials, including:

- expertise in the area for which engaged;
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- unique accomplishments/examples of excellence;

- positions of leadership in the field of referenda planning;

- resumes of individuals expected to provide services to the District;

- a list of current school district clients and the primary contact for each client;

- other relevant information; and

- the proposed engagement letter or contract.

3.1.c The primary criteria in selecting the Consultant will be the provision of the highest quality and cost-effective services.

3.1.d In determining the provision of the highest quality services, the District will focus on documentation of credentials provided by the Consultant. As a result, firms should highlight key issues, strengths, and priorities from their perspective. Further, what information should the District be aware of that it may not know now? Information may include special capabilities, firm strengths, or any other information you feel is important for us to know.

3.1.e In determining the provision of cost-effective services, the District will focus on:

- reasonableness of total fee charged in relation to services rendered and results produced; and
- efforts or procedures to minimize overall costs by providing proactive or preventive services.

3.2 Pre-referendum phase process scope and requested information:

- Describe how you would assist the District with the referendum process;
- Create a strategy, plan, and timeline for a successful referendum;
- Determine the referendum audience and explain how the referendum audience will be reached by the information communications;
- Develop a print material plan for the referendum audience;
- Develop a social media plan for the referendum audience;
- Develop a video campaign plan (including YouTube and television) for the referendum audience;
- Develop and implement a significant outreach and educational effort within the community including presentations, media outreach, direct mail, videos, newsletters, brochures, postcards, social media, information sessions, and any other efforts to ensure the education of the electorate on the project prior to the vote;
- Develop a strategy, approach, structure, message, and presentation materials for group presentations;
- Develop recommendations for alternative information (billboards, commercials, yard signs, buttons) for consideration;
- Advise and assist with the design and development of print, social media, presentation and alternative material required to support the items above;
- Provide training and help set roles and responsibilities for information transfer;
- Provide ongoing evaluations of information activities and adapt the plan where appropriate;
- Attend design meetings being conducted the SchraderGroup Architecture;
- Include several specific examples of strategies/services that your firm has utilized or provided in the past to assist clients with getting their referendum passed or to gain public acceptance for their project;
- Include referendum success and failure record for the last five (5) years and provide a detailed description indicating how the firm approached, conducted, and completed the referendum consulting assignment;
- Describe what you see as your role as a member of the design and planning team;
- Describe your capabilities for reviewing design concepts and assisting with value engineering;
- Seek community feedback through multiple outreach opportunities including but not limited to reviewing and considering feedback from a community-wide survey(s);

- Describe your capabilities for reviewing and analyzing voter registration data;
- Describe all projects for which your firm is currently under contract;
- Provide School Board and community presentations as necessary;
- Perform such other services that may be requested from time to time by the District related to the project; and
- If the firm is unable to provide service in an area identified above, state how the firm would provide consultative service from a secondary source. Indicate which elements of work, if any, the firm proposed to perform with sub-consultants and include a description of the firm's experience and capability in performing such work.

4. **TIMEFRAME**

The successful referendum consultant firm will be expected to commence the provision of services on or about July 24, 2023, and the term of the resultant contract will conclude one week after the referendum vote. However, the District reserves the right to terminate the engagement at any time, without cause, with thirty (30) days prior notice.

5. **PROPOSALS**

Submission and Deadline

All proposals must be e-mailed to Steve Skrocki, Chief Financial Officer, at skrocksb@npenn.org. Questions regarding this RFP must be directed to Steve Skrocki, Chief Financial Officer, by e-mail at skrocksb@npenn.org by Wednesday, June 28, 2023. Please do not contact anyone else at the District regarding questions about this RFP. All questions and responses will be posted online at www.npenn.org/bidspec. An addendum will be issued should one be necessary. **Proposals are due no later than Friday, June 30, 2023, at 4:00 pm.** Interviews of selected firms will be conducted on Wednesday, July 12, 2023. The District will not be liable for any cost incurred in the preparation of proposals or attendance at an interview. Board action to accept the successful firm is expected to occur on July 20, 2023.

All firms who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged.

5.1 **Submittal Letter**

Respondents shall submit a cover letter, addressed to the Chief Financial Officer, signed by an authorized principal or agent of the law firm, which provides an overview of the respondent's offer, as well as the name, title, email, and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this RFP, signed by an officer or other individual with authority to bind the firm.

5.2 **Experience**

Respondents are to provide a summary of the firm's experience on similar types and sizes of engagements with an emphasis on school districts in the Commonwealth of Pennsylvania. This summary must include your firm's experience in the areas of services described in Section 3, Scope of Services, provide detailed resumes of persons proposed to work directly with the District, provide an organizational chart to illustrate project organization, and indicate the level of responsibility of each person (professional staff only). Resumes are to include educational qualifications and previous work assignments that relate to this RFP.

5.3 **References**

Consultant must have a minimum of five (5) years experience in all areas specified in the Scope of Services. Pennsylvania school district client references are preferred. The client references must include the name of the organization, address, telephone number, individual contact person, contact person's e-mail address, the dates services were performed, a description of the services provided, and the total district spend for the assignment.

5.4 **Budget/Fee Proposal**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. Explain how is the suggested fee schedule the most cost-effective way to serve the District. Each response may include a schedule of all out-of-pocket disbursements which you anticipate will result in a charge to the District and the rate for each. Note that the District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The District is exempt from payment of excise taxes, transportation, and sales taxes imposed by the Federal Government and/or State of Pennsylvania. Such taxes must not be included. The cost of the proposed services should be formatted in a "not to exceed" lump sum amount. Also include hourly rates and anticipated time and materials needed. Include a separate cost in the same format for the optional community survey and any other recommendations and alternative activities.

5.5 **Form of Contract**

The District intends to negotiate and enter into a contract with the most responsible Consultant whose proposal is determined to be in the best interest of the District. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of this contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If your firm will be requiring the District to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal. In the event of a discrepancy between the firm's proposed contract and this RFP, the terms of this RFP shall govern.

6. **EVALUATION AND AWARD**

The following criteria will be used, without limitation and in no particular order of importance, in evaluating proposals and determining the most responsive Consultant:

- The Consultant’s technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted;
- Similarity of past projects, including achieving the desired outcome;
- Program of work and overall approach to this project;
- The capacity to perform the work within the timeline contained within this proposal;
- Differentiating factors that sets the Consultant apart from others;
- The background and experience of the Consultant in providing similar services as well as specific background, education, qualifications and relevant experience of key personnel to be assigned to this contract;
- Location of Consultant’s office;
- Proposed fees and costs, although the District is not bound to select the Consultant who proposes the lowest fees. The District reserves the right to negotiate fees with the selected Consultant firm;
- Information obtained by the District from Consultant’s references or other clients; and
- Best interests of the District

Proposals in response to this RFP will be reviewed against the criteria listed above.

6.1 Selection Procedures

- The District intends to enter into a contract with the most responsible responsive Consultant whose proposal is determined to be in the best interest of the District.
- The District reserves the right to reject any or all proposals or part thereof for any reason, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful Consultant.
- The District will evaluate all responsive and responsible proposals based on the criteria enumerated in Section 6 as referenced above. The District may afford firms the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.
- The District may conduct an interview of the Consultant it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, the Consultant will be notified in advance of the proposed interview date. Interviews may be conducted on July 12, 2023. Consultants are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

6.2 Fees and Other Charges

- Fees and other charges shall be as set forth in any engagement letter or contract approved by the District.

7. GENERAL REQUIREMENTS AND CONDITIONS

7.1 Insurance

- Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Any changes to the Consultant's policy or carrier from year to year will include "Full Prior Acts" coverage.
- Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the District. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the District's Chief Financial Officer.
- Insurance requirements and coverage may be reviewed from time to time during the term of this contract and all extensions and renewals hereof. The Consultant agrees to comply with any and all reasonable insurance requirements or modifications made by the District's Chief Financial Officer.
- Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Consultant agrees that such default may be cured by procurement of insurance on behalf of the Consultant, at the Consultant's expense, at District's option.

7.2 Hold Harmless Agreement

In addition to its obligation to provide insurance as specified above, the Consultant, their consultants, agents and assigns shall indemnify and hold harmless the North Penn Board of Education, including but not limited to, its elected officials, its officers, and agents from any and all claims made against the District, including but not limited to, damages, awards, costs and reasonable attorney fees, to the extent any such claim directly and approximately results from the wrongful, willful or negligent performance of services by the Consultant firm during the firm's performance of its Agreement. The District agrees to give the Consultant prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

8. CONFLICT OF INTEREST

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

9. PRINCIPALS/COLLUSION

By Submission of a proposal, the Consultant does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned

has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

10. **DISCIPLINARY/LEGAL ACTION**

Consultant shall provide a statement that no employee affiliated with the respondent has, within five years from the date of submission, been disciplined by any State or Federal agency.

Consultant shall answer the following questions regarding legal proceedings in connection with any offering referendum consulting services:

- Are there any pending legal actions alleging violations of law in connection with an offering of referendum consulting services against the firm, any partner of the firm, or any employee of the firm? If yes, describe each such pending action.
- Have there been any settlements or judgements involving such actions within the past five years? If yes, describe each settlement or judgement, including the nature of the action and the amount of the recovery.
- Are there any pending legal or disciplinary matters involving such actions against the firm, any partner of the firm, or any employee of the firm by any Federal or state regulatory agency? If yes, describe each such action.
- Provide information about any criminal indictments or convictions against the firm or its employees where the charges involved an offering of referendum consulting services, and any material pending action, settlement, or judgement involving a claim of fraud, whether civil or criminal.

11. **AFFIRMATIVE ACTION STATEMENT**

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

12. **ALTERNATIVES AND EXCEPTIONS**

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

13. **ADDITIONAL INFORMATION AND REVISION TO PROPOSALS**

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

**North Penn School District
401 East Hancock Street
Lansdale, PA 19446
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TO: All Vendors
FROM: Chief Financial Officer
RE: Affirmative Action

The North Penn School District is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age in the hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Date	Signed (Name/Title of Company Officer)
Telephone	Street Address
	City/State/Zip Code