



Meridian Public Charter School

Request for Proposal

Out of School Time Providers

Meridian Public Charter School located in Washington, DC, hereinafter referred to as the “LEA” invites proposals from qualified individuals and agencies, hereinafter referred to as the “Proposer”, to provide Out of School Time programming for students currently enrolled in the LEA.

The LEA seeks to select Out of School Time providers to provide comprehensive programming on-site at 2120 13th Street, NW Washington, DC 20009.

Equal Opportunity: It is the public policy of the LEA, at all levels of procurement, to promote equal opportunity in employment and contracting opportunities. Additionally, the LEA endeavors to promote and encourage the participation of Minority Business Enterprises (“MBEs”), Women Business Enterprises (“WBEs”) and small and other disadvantaged business entities, as defined by the Small Business Administration. Therefore, the LEA is committed to pursue such avenues in its employment and contracting activities, which will further the goals of this policy. Similarly, demonstrated commitment consistent with the goals of this policy, by those with whom the LEA does business, is highly desirable.

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I. Overview

Welcome to the place “where the love of learning lives”. Meridian was established in 1999 by a group of community members who believed that a community-based public charter school could improve the lives of students in the District of Columbia. With a strong desire to improve the community, Meridian quickly grew from a school of only 87 students, from Pre-Kindergarten to Third Grade, to a thriving educational institution with more than 600 students, from PreKindergarten to Eighth Grade.

The mission of Meridian is to instill within our students a passion for learning and to build self-confidence and self-respect through academic achievement. We aim to do this by creating a secure and positive learning environment in which children are encouraged to develop their full potential, intellectually, physically, socially, and emotionally. We prepare children to become contributing members of society.

Curriculum integration is paramount to academic achievement. Through a thematic approach, concepts in science, social studies, language arts, and mathematics are explored. Our goal is to create critical thinkers who are excited about the learning process.

Meridian was named a “Top School” in the District of Columbia by Johns Hopkins University and honored by FOCUS for “Closing the Achievement Gap”. Meridian continues to advance itself in its core mission, and prepares students for elite charter, private, and public high schools.

SY18-19 Context - During School Year 2018-19 Meridian worked with five off-site out of school time providers and one on-site out of school provider for after care during the 2018-2019 school year. Meridian also offered several enrichment clubs and sports throughout the school year. The LEA also managed its own before care program during the 2018-2019 school year with an average of 30 students attending each day. On average approximately 75 students participated in aftercare programs each day.

II. Purpose

The LEA requests proposals from qualified individuals and/or agencies interested in providing out of school time programming (before care, after care, intersession programming and/or summer programming) to current enrolled LEA students. Proposals will be evaluated for services to be provided during the 2019-2020 school year, however the LEA reserves the right to extend the term of any subsequent contractual agreement the LEA may enter into with the Proposer, upon mutual consent of both parties.

III. Scope of Work

The scope of services will include the ancillary support to LEA students needing additional care during out of school time hours and school breaks.

OST programming will take place at the Meridian Public Charter School, Elementary School Campus located at 2120 13th Street, NW Washington, DC 20009. The LEA would like programming to be provided to PreK3-6th grade students, with the possibility to offer services to our Middle School students (7th-8th grade). Proposer(s) should be able to serve between 30-100 students, with the possibility of enrollment exceeding this during peak seasons.

OST Programming may include the following:

- Before Care Services (depending on the schools need), Hours: Monday-Friday 6:45am-8:00am
- After Care Services, Hours: Monday-Friday 3:30pm-6:00pm, Thursday's only 1:00pm-6:00pm
- Intersession Care (Winter Break, Mid-Winter Break and/or Spring Break), Hours: Monday-Friday 7:00am-6:00pm (depending on needs)
- Summer Camp, Hours: Monday-Friday 7:00am-6:00pm (depending on needs)

The LEA would also like to see the following from the Out of School Time programming providers:

Programming Desires:

- Engaging enrichment activities that include the arts, science, math and gross motor skills
- Highly engaged staff monitoring and implementing daily programming
- Family-Friendly engaging opportunities throughout the school year
- Effective communication system to families (i.e. text messages, emails, robocalls and etc.)
- Homework assistance
- Hands-on learning through project based learning opportunities
- Field-trips (if funding and time permits)

Financial Assistance and Payment Methods

- User friendly invoicing system for families (must provide an off-site location and online application for payment)
- Sibling and/or multi-child discounts for families and/or scholarship opportunities (if funding is available)
- Must be willing and able to accept vouchers in the near future
- Offer sliding registration payment scale (if applicable)

Proposer Responsibilities:

- I. Proposer shall provide to the LEA, a copy of each current license (if applicable) and/or certificates/credentials for persons working with students and managing the overall program.. Proposer shall ensure that all licenses and certificates remain current throughout the life of any subsequent contract the LEA and a Proposer may enter into. Proposer shall meet the following staff to student ratio: 1:10 for students under 6 years of age and 1:16 for students over 6 years of age.
- II. Proposer shall comply with all requirements mandated by the Individuals with Disabilities Education Act ("IDEA"), Family Education Rights & Privacy Act ("FERPA"), applicable court decrees, LEA policies, as well as any other applicable state and federal laws related to the LEA.
- III. Proposer shall be responsible for ensuring that all personnel providing services to students have undergone a criminal background check in accordance with the requirements of OSSE and applicable laws, prior to their commencement of services to the LEA.
- IV. Proposer shall also ensure that the aforementioned personnel are available to respond to any and all requests the LEA may have for student records and/or consultations.
- V. Proposer shall provide professionally qualified personnel to perform the services contemplated by this RFP, which includes but is not limited to, attending and participating in eligibility conferences, consultations with parents, school personnel, and LEA staff.
- VI. Proposer shall ensure staff are properly trained with a food handlers and safe serv certificate in order to monitor the after school snack program. Proposer must be able to work with the LEA Food Service Manager to keep accurate records and request proper snack based on enrollment.
- VII. Proposer shall ensure that their staff maintains thorough records and provides required documentation in accordance with LEA policies, the Proposer's documentation requirements, as well as local and federal mandates (i.e. Incident Reports, attendance records, and any personnel issues as it relates to LEA students)
- VIII. Proposer shall provide professional development as designated by the LEA for all employees of Proposer.

IV. Proposer Qualifications

The LEA is seeking proposals from Proposers who:

- Have the necessary capacity and infrastructure to deliver all services as outlined herein in a manner that meets the highest standards for quality service provision;
- Applicable to both the LEA and the Proposer, each party hereby agrees to indemnify, defend and hold harmless the other party from all suits, claims and liability for injury or damage to persons or property resulting from or arising out of any activity conducted by either the respective parties or their agents, employees, invitees or designees except for injuries or damage caused or contributed to by the acts, omissions or negligence of the other party.
- Shall provide to the LEA Certificates of Insurance properly executed by an authorized representative of the insurance carrier for the following:

Workers' Compensation

■ As required by District of Columbia Law for all employees and required subcontractors.
Professional Liability (Malpractice/Errors-Omission)

■ Minimum of \$1,000,000 Broad Form Property Damage Liability Insurance and Broad Form Contractual Liability Insurance Coverage : *Coverage to be provided by applicant :*

■ a. BODILY INJURY (including wrongful death) \$1,000,000 any 1 person \$1,000,000 aggregate limit

■ b. PROPERTY DAMAGE \$1,000,000 any 1 person \$1,000,000 aggregate limit

V. Proposal Agreements

Term: The contract (s) potentially resulting from the RFP shall be in effect beginning **August 19th, 2019 and August 21st, 2020**. The LEA reserves the right to extend the contract(s), or parts thereof, for a period up to, or exceeding, the full original contract(s) term with mutual consent between both parties. Any agreement resulting from this RFP shall be governed by and construed under the laws of the District of Columbia. Proposer invoices shall be submitted on a monthly basis for any scholarship payments in which the school covers and invoice participants families on a monthly basis. Weekly attendance trackers must be provided to the school designee by the following Tuesday of each service week.

Amendment or Cancellation of the RFP: The LEA reserves the right to cancel, amend, modify or otherwise change this RFP at any time, if deemed in the best interest

of the LEA to do so. Further, the LEA, at its option, may seek the retraction and/or clarification of any discrepancy or contradiction that may be discovered during the proposal review process.

Proposer Presentation of Supporting Evidence: Within the sole discretion of the LEA, Proposers may be invited to present additional evidence relating to their experience, performance, ability, and/or financial surety, all of which may assist in the evaluation of the Proposer's ability to perform the services requested in this RFP.

Proposer Demonstration of Proposed Services and/or

Products: At the discretion of the LEA, Proposers may be required to submit additional information and/or evidence to demonstrate their ability to provide the proposed services requested in this RFP. This additional information must be provided without cost to the LEA.

Ownership of Proposals and/or subsequent products: All proposals shall become the sole property of the LEA and will not be returned. Any product, whether acceptable or unacceptable, which may be developed under any contract that may be awarded as a result of this RFP, shall be, and remain the sole property of the LEA, unless otherwise stated in the contract.

Oral Agreement or Arrangements: Any alleged oral agreements or arrangements made by Proposers with any LEA appointed or elected official, employee, or volunteer is not binding and will accordingly not be considered during the evaluation process, or subsequent awarding of a contract.

Subcontractors: The LEA must approve, in writing, any and all subcontractors utilized by the successful Proposer prior to any such subcontractor commencing work. Proposers acknowledge, by the act of submitting a proposal, that any work provided under a subsequent contract, is work conducted on behalf of the LEA and/or his/her designee may communicate directly with any subcontractor as the LEA deems to be necessary or appropriate.

It is also understood that the successful Proposer shall be responsible for all payment of fees charged by the subcontractor(s). Upon request, a performance evaluation of any subcontractor shall be provided promptly by the Proposer to the LEA. It is expected however, that the Proposer will, and must, provide the majority of services described herein.

Email Clarifications: The LEA intends to communicate with Proposers via email (e.g., RFP clarifications and addenda). References in this RFP to "written" form of communications include email.

Additional Requests for Clarification: Prospective Proposers may request that the LEA clarify information contained in this RFP. All such requests must be made in writing and submitted via

email. The LEA will attempt to provide a written response to all written requests for clarification within twenty-four (24) hours after the receipt of such request. **The LEA will not respond to any request for clarification received after 2pm EST on July 10th, 2019. Request for clarification and inquiries must be made via email. All requests for clarification must be directed to Jacki Johnson at jjohnson1@meridian-dc.org (Subject line: RFP Request for Clarification).**

Restrictions on Communication: From the issue date of this RFP until a Proposer is selected and the selection announced, a prospective Proposer shall not communicate about the subject of this RFP or a Proposer's proposal with the LEA, its Board of Directors, administrators, faculty, staff, students, or employees, except a Proposer may have communication for additional requests for clarification as described above, or as otherwise required by applicable law.

Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be emailed in the form of an addendum to all parties that submitted Intent to Respond with the LEA. All addenda will be issued through electronic communication and all addenda shall become a part of this RFP. In an effort to avoid any miscommunication, each Proposer must acknowledge all addenda that they have received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of the responsibility to comply with the terms thereof.

RFP Information Controlling: The LEA intends that all Proposers shall have equal access to information relative to this RFP, and that this RFP contains adequate information. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in an addendum to this RFP, a request for clarification, or other written response thereto, or in the Proposal.

Contract Award: The LEA reserves the right to award contract(s) in a manner deemed to be in the best interest of the LEA. In order to be considered for award, RFP's must be clearly labeled, concise, and easy to follow. After evaluation and selection of the successful Proposer, all Proposers will be notified, in writing, of the acceptance or rejection of their proposals. The name of the successful Proposer may be disclosed.

Finality of Decision: Any decision made by the LEA, including the Proposer selection, shall be final.

Reservation of Rights: The LEA reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals with or without cause. The LEA further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award a contract to a Proposer that may not be the lowest bidder. The LEA reserves the right to request additional information from any or all Proposers. The LEA

reserves the right to negotiate with the Proposers concerning their proposals. In the event a Proposer's proposal is accepted by the LEA and the Proposer asserts exceptions, special considerations or conditions after acceptance, the LEA, in its sole and absolute discretion, reserves the right to reject the Proposal and award the contract to another Proposer.

Erroneous Awards: The LEA reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract, and subsequently awarding said contract to another Proposer. Such action on the part of the LEA shall not constitute a breach of contract.

Irrevocability of Proposals: All proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of sixty (60) calendar days following the Due Date for receipt of proposals set forth above.

Collusive Bidding: The Proposer certifies that their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same service, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Proposer Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs and liabilities incurred by them, or others acting on their behalf, in preparing or submitting a proposal, or otherwise responding to this RFP, or any negotiations incidental to their proposal or this RFP.

VI. Proposal Submission Deadline and Requirements

In addition to the requirements outlined above, the following must be adhered to in an effort to ensure proper consideration of your proposal:

Submission Format for Required Information: RFP shall be prepared in the format described herein. Failure to comply with the specified format may lead to an applicant's proposal being declared non-responsive. Any information thought to be relevant, but not applicable to the prescribed format, should be provided as **appendices** to the proposal. An official authorized to bind the applicant to its provisions must sign the proposal. Proposals that do not address all requirements of this RFP may be considered nonresponsive. The LEA recognizes any acceptances to some vendors offering specialized services may not respond to the entire RFP but to only their area of expertise.

1. Description of Service Model and Approach: Describe your approach to develop programming, as well as your ability to deliver high quality programming

timely manner. Please also include the strategies your organization will employ to effectively execute the work in each of the areas described in Section III, above.

2. Experience: Include examples of your organization's experience serving as an OST provider for other schools and/or districts.

3. Staffing Model: Provide an overview of your staffing model and an outline of who will be working with the LEA in order to fulfill the responsibilities outlined in Section III.

4. Cost Information: Provide an overview of the costs associated with your model. Please utilize label this as Attachment A: Pricing. As you will note, all pricing is to be calculated on a daily for drop-ins, two week pricing and/or monthly basis. The LEA will only agreed upon students based on student need. The LEA will not accept invoices that contain anything other than the agreed upon rate.

5. Background Cover Letter: A cover letter with background information regarding the Proposer must be included, which should serve as an introduction of the Proposer and the services they are able to provide to the LEA, on business letterhead.

6. Background and Qualifications: Background information and qualifications of any and all personnel who will be involved in carrying out and/or performing the services required under this RFP and any subsequent contract, must be provided. Please also provide a description as to the chain of command and/or reporting relationships within your organization. To the extent that an organizational chart is available, please also include this in your proposal.

7. References: Each proposal must include detailed evidence that the Proposer is currently providing similar services for other PK8 public and/or charter school districts or educational institutions. The Proposer must provide this information, including contact names, address, and phone numbers of those individuals at other districts and/or educational entities that have knowledge of your experience. Please also include a description as to the type and scope of services provided to these entities. In addition, a detailed explanation as to the similarity in services performed for other school districts of similar size and scope as the LEA would be helpful.

8. Compliance with Laws and Regulations: Each Proposer must demonstrate their understanding and ability to comply with all regulations, codes, ordinances local, state and/or federal laws that apply to the requirements and/or obligations contemplated

by this RFP and/or resulting contract, which includes, but is not limited to, IDEA, FERPA, and any rules and regulations promulgated thereunder.

9. Other: Describe any other resources to be provided by the Proposer which are not outlined above, which may demonstrate or enhance the Proposer's ability to carry out the services required under this RFP and any subsequent contract the LEA and the Proposer may enter into.

Minimum Submission Requirements: Any proposal that does not include the following requirements will be deemed ineligible for further review and considerations:

- Meeting the submission deadline set forth in the RFP notice
- Submitting a complete proposal in the PDF, format via email

Due Date: July 11th, 2019 by 12pm EST

Via email to mrussell@meridian-dc.org

and/or

Hand delivered to 2120 13th Street, NW Washington DC 20009 to the attn: Michael Russell (Response to OST RFP)

◆ NO SUBMISSION WILL BE ACCEPTED VIA POSTAGE DELIVERY

Intent to Respond: Each Proposer who intends to submit a Proposal in response to this RFP shall submit an "Intent to Respond" via email to mrussell@meridian-dc.org

- Subject Line: OST RFP (Intent to Respond) on or before 5:00pm EST, July 9th, 2019.

The Intent to Respond shall include:

1. The *name of the Proposer* ,
2. The *name of a contact person* and that *person's email address*.

- Failure to submit an Intent to Respond by the aforementioned deadline does not preclude a Proposer from submitting a Proposal; however, Proposers who do not submit an Intent to Respond by the aforementioned deadline will not receive notification of Requests For Clarification and/or Addenda through electronic mail.

Late Proposals: Each Proposer is responsible for submission of its proposal. Proposals or proposal revisions received after the due date will not be accepted or considered. The LEA is not liable for any delivery or other delays.

Disqualification: Any proposal not providing the required information, or not conforming to the format specified herein, may be disqualified on that basis. Proposals must: (i) demonstrate an understanding of the scope of services requested under this RFP; (ii) demonstrate the ability to provide the special education services set forth in this RFP and any subsequent contract the parties may enter into; (iii) include all necessary and relevant information that will enable the LEA to thoroughly evaluate each Proposer's overall experience, expertise, qualifications and ability to deliver special education services in accordance with the requirements and obligations of this RFP and any subsequent contract. Each proposal shall also include any other information or explanations that the Proposer deems significant with respect to the LEA making an informed decision relative to their proposal.

Exceptions: Any exceptions to the terms and conditions contained in this RFP or the form of any subsequent contract entered into by the parties, or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part of their proposal, together with an explanation as to the reason such terms and conditions of the RFP or resulting contract cannot be met by, or, in the Proposer's opinion, are not applicable to, the Proposer. The Proposer shall be required and expected to meet the specifications and requirements as set forth in this RFP and resulting contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Proposer's proposal, and those exceptions or special considerations or conditions are expressly accepted by the LEA. All pricing factors must be clearly indicated in the Proposer's proposal.

Litigation and Regulatory Proceedings: List all litigation or regulatory proceedings the Proposer may have been a party to, and/or involved in, during the past five (5) years, within the District of Columbia or within those state(s) where 85% or more of the Proposer's contracts are performed. Please only provide information as to litigation and regulatory proceedings that may have involved contract disputes and/or negligence actions involving: (i) school districts in which the Proposer has been a service provider; (ii) issues as to supplies, equipment or services similar to those requested in this RFP; (iii) noncompliance of the Proposer's reporting or documentation requirements, alleged poor working conditions of the Proposer and/or unlawful employment practices under Occupational Safety and Health Act, Title VII or other applicable state and federal laws; or (iv) any suits whereby an employee of the Proposer was found to have mistreated students in any manner. It is contemplated under this RFP that worker's compensation and unemployment proceedings are not included in this requirement.

Training: Fully describe, and provide evidence and scope of, Proposer's formalized in-service training and educational programs for all of its employees.

Agreement to be Bound: All Proposers will be required to provide a signed letter setting forth the Proposer's agreement to be bound by the terms and conditions of this RFP.

Pricing: Proposers should provide substantiation and an explanation of costs associated with the work being proposed by the Proposer.

VI. Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP, may be included in the selection process:

Oral Interviews: The LEA *may* require Proposers to participate in an oral interview and negotiation process to discuss their proposal and to answer any questions the LEA may have regarding their proposal. If this is requested, the LEA will notify the Proposer by contacting the individual(s) identified in their proposal.

Please Note: The LEA reserves the right, in its sole and absolute discretion, to make modifications to the above selection timeline as it determines to be in its best interest. During the period from your organization's receipt of this RFP, and until a contract is awarded, your organization shall not contact any employee of the LEA for additional information, except in writing via email directed to the Procurement Contact listed on the cover page of this document.

VIII. Contractual Obligations

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The LEA will pursue negotiations with the highest scoring proposer(s). If, for some reason, the LEA and highest scoring proposer(s) fail to agree to a contract, then the LEA may commence contract negotiations with other Proposers. The LEA may decide, at any time, to start the RFP process again.

Insurance Certificates: An Insurance Certificate evidencing all insurance coverage required, as outlined herein, will be required.

Good Standings: The Proposer shall agree to be in good standing and remain in good standing with the District of Columbia and the Federal Government. LEA will require Proposers SAMS/DUNS Number information.

Services: The Proposer shall agree to perform all of the services contemplated by this RFP and any subsequent contract that the parties may enter into.

Personnel/Staffing Levels: Throughout the initial term, and any renewal term(s) which may be exercised under a resulting contract, the Proposer shall provide all of its personnel (including management, supervision, related administrative personnel necessary for the provision of services) with any all requisite training. The Proposer shall also recruit, ensure that both local and federal background checks are performed that include but not limited to the national sex offenders registry,, employ, compensate, and supervise all staff provided to the LEA.

Indemnification: The Proposer shall indemnify, defend and hold the LEA harmless pursuant to the terms and conditions of any subsequent contract the parties may enter into.

Compliance with Laws: The Proposer shall comply, and ensure that their employees and agents performing services for the LEA comply, with any and all federal, state and local laws, rules, ordinances, policies and regulations, including any licensing and permitting requirements, applicable to providing the services anticipated in this RFP and any subsequent contract. The Proposer, including their employees and agents shall be required to acknowledge the LEA's policies and procedures concerning appropriate behavior of persons in its facilities and, on its properties, including for example, policies related to sexual harassment, EEO and workplace conduct, and shall comply with all such policies and procedures. Additionally, all services must be liable for the safety, injury and health of its personnel/employees while its personnel/employees are performing services for the LEA.