

**HOPE COMMUNITY PUBLIC CHARTER SCHOOL
a PLA NETWORK SCHOOL**

REQUEST FOR PROPOSAL

**SUMMER PROGRAM SERVICES (SPS)
SCHOOL YEAR 2021-2022**

GENERAL INFORMATION

A. Intent

1. This request for proposal is for the purpose of entering into a contract for the provision of services for Hope Community Public Charter School, hereinafter referred to as (“**HOPE COMMUNITY PCS**”), a New Jersey non-profit corporation. Awarded Vendor will be addressed as (“**Vendor**”) for the purposes of this RFP. Thereafter will be named after the award is finalized.
2. The vendor will hereafter be referred to as the **Vendor** and the contract will be between the vendor and **HOPE COMMUNITY PCS**.

B. Procurement Method

Request for Proposal. Please see Section I for award criteria. The vendor will enter into a fee for service contract with the successful vendor.

C. Proposal Submission and Award

1. Proposals are to be submitted in **PDF Format** on-line at:

**VIA EMAIL: operations@hopetolson.org
Attn: Traci Milton-Porter**

3. **Requests For Proposals will be accepted until May 9, 2022 by 4:00pm.** The proposal is to be submitted via email with the subject line “ **SUMMER PROGRAM SERVICES (SPS) PROPOSAL 2021-2022**”
4. **HOPE COMMUNITY PCS** reserves the right to reject any or all proposals, if deemed to be in the best interest of **HOPE COMMUNITY PCS**.
5. To be considered, each vendor must submit a complete response to this solicitation including the forms provided.
6. Awards should be made to the qualified and responsible vendor whose proposal is responsive to this solicitation. A responsible vendor is one whose professional, financial, technical and other resources indicate an ability to perform the services required by this solicitation.
7. Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting proposals; failure to do so will be at the vendor's own risk and he/she cannot secure relief on the plea of error.
8. **If additional information is required, please contact: Traci Milton-Porter at operations@hopetolson.org**

9. Any notices, requests, demands and other communications provided for by this Agreement between the parties hereto shall be in writing and deemed received:
- (a) on the day delivered in person or by email (transmission date) (with confirmation by hard copy to be delivered by regular mail, registered or certified mail or courier service, in any such case the confirmation date being only for record purposes and not the effective date of receipt); (b) on the next business day if sent by overnight delivery service; or (c) five (5) days after being mailed, postage prepaid, certified or registered with return receipt requested at the address stated below or to such changed address as the addressee may have given by similar notice hereunder:

**If to HOPE COMMUNITY PCS:
Hope Community Public Charter School
2917 8th Street NE
Washington, DC 20017**

Attn: Traci Milton-Porter, Hope School Operations Manager

D. Incurred Costs

HOPE COMMUNITY PCS is not liable for any cost incurred by the vendor prior to the signing of a contract by all parties.

E. Contract Terms

The term of the engagement contemplated by this Agreement shall commence as of the Effective Date and shall conclude upon the completion of the Services (the "Term") unless terminated earlier as set forth in the termination terms section of agreement.

F. Late Proposals

Any proposal received after the exact time specified for receipt may not be considered.

G. Gifts from vendor

HOPE COMMUNITY PCS's officers, employees or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors. To the extent permissible under State law, rules or regulations such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

H. Payment and Fees

It is understood that the vendor will bill for its services according to a schedule of hourly rates for work requested by **HOPE COMMUNITY PCS** or its board. All vendors must complete the Price Proposal form and submit with the proposal response. The quoted rate structure must cover all anticipated costs of personnel and administration.

I. Award Criteria

It is the intent of **HOPE COMMUNITY PCS** to accept the proposal that is most advantageous to its interests. Hope will use the following criteria but not limited to, when evaluating the proposal responses.

1. Scope of services provided and the ability to meet the needs of **HOPE COMMUNITY PCS**
2. Fees for service-bundled and a la carte
3. Organizational capacity
4. Qualifications of Vendor
5. Quality of services-what are the systems to assure quality inputs and outputs
6. Communication with school personnel-processes and systems to assure all required and necessary items have been communicated.
7. Ability to meet compliance goals of the District of Columbia
8. Recommendations from current clients

J. Final Contract

The complete contract includes all documents specified by **HOPE COMMUNITY PCS** in the RFP and all documents submitted by the vendor as mutually agreed upon by both parties.

TERMS AND CONDITIONS

SCOPE AND PURPOSE

- A. The vendor shall provide summer programming services for Hope Community PCS students starting July 2022 through August 2022.
- B. The vendor is to be available to provide summer programming service, Monday - Friday at Hope Community PCS.
- C. The vendor must be available between the hours of 8:00am and 4:00pm
- D. The vendor should provide fees for services provided and collaborate with Hope Community PCS to provide summer programming for students.

SIGNATURE AUTHORITY

- A. Hope shall retain signature authority for any application, agreement, or contract that the vendor might prepare or assist in preparing.
- B. **HOPE COMMUNITY PCS** shall designate one or more representatives authorized to act on **HOPE COMMUNITY PCS's** behalf with respect to Project as described in this Agreement. **HOPE COMMUNITY PCS** hereby appoints Traci Milton-Porter as **HOPE**

COMMUNITY PCS's initial representative. HOPE COMMUNITY PCS shall render decisions in a reasonably timely manner pertaining to documents submitted by the awarded vendor in order to avoid unreasonable delay in the orderly and sequential progress of the Services. HOPE COMMUNITY PCS may, by written notice to the awarded vendor, appoint alternative or additional representatives at any time.

LICENSES AND CERTIFICATIONS

- A. The vendor shall maintain all proper licenses and/or certifications for all personnel working on **HOPE COMMUNITY PCS** matters. Costs of personnel not having required licenses and/or certifications will not be reimbursed.
- B. The **Vendor** should provide evidence that they are in good standing in the jurisdiction.

BOOKS AND RECORDS

- A. The vendor shall maintain such records (supported by contracts, invoices, receipts and other evidence) as Hope will need to meet any audit requirements.
- B. The vendor shall retain billing records for a period of 5 years plus the current year. If audit findings have not been resolved, the records shall be retained beyond the 5-year period as long as required for the resolution of the issues raised by the audit.
- C. The vendor shall retain special education service documents and records for a period of 7 years plus the current year. If audit findings have not been resolved, the records shall be retained beyond the 7-year period as long as required for the resolution of the issues raised by the audit.
- D. The vendor shall turn over files or copies of files to the school upon request or upon termination of the service agreement.

EMPLOYEES

- A. The vendor shall comply with all wage and hours of employment requirements of federal and state laws. The vendor shall be responsible for training their personnel. The vendor shall provide Workers' Compensation coverage for its employees. The vendor shall provide evidence of insurance for Workers' Compensation for all employees supporting the service agreement.

LICENSES, FEES & TAXES

- A. The vendor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, state and local income tax, payroll and withholding taxes for vendor employees; the vendor shall hold HOPE COMMUNITY PCS harmless for all claims arising from payment of such taxes and fees.
- B. Approval of Contracts and Expenditures Relating to the Project. Any proposed Reimbursable Expenditures to be incurred by the vendor in connection with the Project

shall be submitted to HOPE COMMUNITY PCS for its prior written approval. vendor shall have no authority to bind or execute documents on behalf of HOPE COMMUNITY PCS absent written authorization by HOPE COMMUNITY PCS.

AUTHORIZED REPRESENTATIVES

- A. Vendor shall dedicate sufficient personnel to perform the Services. With respect to Services provided directly by Vendor. Named Vendor personnel shall be the supervisor for all Services to be provided directly by Vendor and shall report to HOPE COMMUNITY PCS. Vendors may substitute the representative upon notice to HOPE COMMUNITY PCS.
- B. HOPE COMMUNITY PCS shall designate one or more representatives authorized to act on HOPE COMMUNITY PCS's behalf with respect to Project as described in this Agreement. HOPE COMMUNITY PCS hereby appoints Traci Milton-Porter as HOPE COMMUNITY PCS's initial representative. HOPE COMMUNITY PCS shall render decisions in a reasonably timely manner pertaining to documents submitted by vendors in order to avoid unreasonable delay in the orderly and sequential progress of the Services. HOPE COMMUNITY PCS may, by written notice to the vendor, appoint alternative or additional representatives at any time.

EXPENSES

- A. HOPE COMMUNITY PCS shall reimburse vendors for all Reimbursable Expenditures upon presentation to HOPE COMMUNITY PCS of an invoice therefore accompanied by reasonable supporting documentation relating to such expenses including invoices or other evidence of amounts due to vendors. Each month, the vendor shall submit to HOPE COMMUNITY PCS an invoice setting forth the amount of any Reimbursable Expenditures actually incurred and paid to third parties by vendor during the prior month. As used herein, the term "Reimbursable Expenses" means the actual "out-of-pocket" expenses incurred and paid by vendor to third parties in the performance of the Scope of Work (such as for printing and photocopying, authorized travel expenses, messenger services, and the like) however, for any single expense in excess of One Thousand (\$1,000) Dollars, vendor shall obtain prior approval of HOPE COMMUNITY PCS except if infeasible due to time constraints. All Reimbursable Expenditures due to vendors from HOPE COMMUNITY PCS under this Agreement shall be due and payable within forty-five (45) days after HOPE COMMUNITY PCS's receipt of an invoice therefore.

REPRESENTATIONS

- A. Each party hereto represents and warrants to the other party hereto that: (a) the execution, delivery and performance by each such party of this Agreement has been duly authorized by all necessary action on its part and does not contravene or conflict with any provisions of any agreement or other instrument to which it is party or by which it is bound or any applicable law, judgment, order, writ, injunction, decree, rule or regulation of any court, governmental authority, administrative agency or arbitrator; (b) this Agreement is the legal, valid and binding obligation of each such party, enforceable against it in accordance with its terms; and (c) there is no pending or threatened action or proceeding

affecting each such party before or by any court, governmental authority, administrative agency or arbitrator, which if adversely determined, would prevent such party from consummating the transactions contemplated hereby or which may materially or adversely affect the financial condition of each such party.

NON-DISCRIMINATION

- A. Both HOPE COMMUNITY PCS and the vendor agree that no employee involved in supporting HOPE COMMUNITY PCS will be discriminated against on the basis of race, color, national origin, gender, religion, age, sex, disability, political beliefs, sexual orientation, and marital or family status.

TERM & TERMINATION

This contract shall become effective on approval by the DC Charter School Board on or about May 1, 2022, and terminate on May 1, 2023, with the option of renewal by consent of both parties for two additional 1year terms.

- A. Neither the vendor nor HOPE COMMUNITY PCS shall be responsible for any losses resulting in the fulfillment of the terms of the contract shall be delayed or prevented by war, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the vendor or Hope Community PCS, respectively, and by which the exercise of due diligence they were unable to prevent.
- B. Termination for Cause. Either party (the “Non-Defaulting Party”) may terminate this Agreement upon a material breach of this Agreement by the other party (the “Defaulting Party”) if such breach continues for a period of thirty (30) days after written notice by the Non-Defaulting Party to the Defaulting Party, specifying in reasonable detail the alleged basis for the Non-Defaulting Party declaring the Defaulting Party to be in default.
- C. Termination for Convenience. HOPE COMMUNITY PCS may terminate this Agreement upon not less than seven (7) days’ prior written notice given to the vendor for HOPE COMMUNITY PCS’s convenience and without cause. In the event HOPE COMMUNITY PCS terminates this Agreement, HOPE COMMUNITY PCS shall pay to the vendor the unpaid portion of vendors Fee, if any, which has been earned and is payable pursuant to Section 3 through the date of such termination, together with Reimbursable Expenses then due, provided, however, HOPE COMMUNITY PCS may offset any damages incurred by HOPE COMMUNITY PCS that are either agreed to by the vendor or adjudicated to a final judgment as resulting from any breach of this Agreement by vendor. Notwithstanding the foregoing, HOPE COMMUNITY PCS may not withhold payment of any amounts due the vendor unless the foregoing conditions are met.

NONPERFORMANCE BY THE VENDOR

- A. In the event of the vendor's nonperformance under this contract and/or the violation or breach of the contract terms, HOPE COMMUNITY PCS shall have the right to pursue all

administrative, contractual and legal remedies against the vendor and shall have the right to seek all sanctions and penalties as may be appropriate.

INDEMNIFICATIONS

- A. To the full extent permitted by law, vendor hereby agrees to indemnify, defend and hold harmless HOPE COMMUNITY PCS, its members, officers, directors, affiliates, partners and employees, successors and assigns (collectively, "HOPE COMMUNITY PCS 's Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs (including without limitation reasonable attorneys' fees and court costs incurred in connection with the enforcement of this indemnity or otherwise) expenses, fines and penalties (collectively, "Losses"), suffered or incurred by HOPE COMMUNITY PCS's Indemnitees as a direct result of: (i) the performance by vendor of any Services under this Agreement, (ii), any breach by vendor of this Agreement provided such breach is not caused by events beyond the reasonable control of vendor; or (iii) fraud, negligence or misconduct of vendor in connection with this Agreement or the provision of Services hereunder. vendor shall have the right to defend, and shall defend, at its own expense and by counsel of its own choosing against any claim or liability as to which the indemnity agreement set forth in this paragraph would apply. vendor or HOPE COMMUNITY PCS, as applicable, shall regularly apprise the other of the status of all such proceedings. vendor indemnification obligations shall not exceed the amount covered under general liability insurance (\$1,000,000), provided such amount is at least equal to the fee earned by the vendor under the terms of this Agreement.
- B. To the full extent permitted by law, HOPE COMMUNITY PCS shall indemnify, defend and hold harmless vendor, its members, officers, directors and employees (collectively, "vendor's Indemnitees"), from and against any and all losses suffered or incurred by vendor's Indemnitees as a result of: (i) any breach by HOPE COMMUNITY PCS of this Agreement, provided such breach is not caused by vendor or events beyond the reasonable control of HOPE COMMUNITY PCS; or (ii) fraud, negligence or misconduct of HOPE COMMUNITY PCS in connection with this Agreement, in either the case of (i) or (ii) to the extent that any of such vendor's Indemnitees is reasonably unable to first recover any such Losses from its existing insurance coverage after deducting all costs of such a recovery, including reasonable attorneys' fees. HOPE COMMUNITY PCS shall have the right to defend, and shall defend, at its own expense and by counsel of its own choosing, against any claim or liability as to which the indemnity agreement set forth in this paragraph would apply. HOPE COMMUNITY PCS or vendor, as applicable, shall regularly apprise the other of the status of all such proceedings.
- C. The provisions of this Section shall survive the expiration or termination of this Agreement.

CERTIFICATIONS

- A. The vendor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
- B. The vendor shall comply with the following civil rights laws, as amended: Title VI of the Civil Rights Act of 1964; Title IX of Educational Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
- C. The vendor has signed the Certification of Independent Price Determination.
- D. The vendor has signed the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
- E. The vendor has signed the Certification Regarding Lobbying.
- F. The vendor has signed the Certification Regarding Conflict of Interest.
- G. The vendor has signed the Certification Regarding Disciplinary Actions.

** Forms must be retrieved, completed, and then submitted with a proposal response.*

MISCELLANEOUS

- A. This contract shall be construed under the laws of the District of Columbia. Any action of proceeding arising out of this contract shall be heard in the appropriate courts of the District of Columbia.
- B. No provision of this contract shall be assigned or subcontracted without prior written consent of HOPE COMMUNITY PCS.
- C. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
- D. This contract and any riders, addenda or appendices thereto constitute the entire contract between HOPE COMMUNITY PCS and the vendor.
- E. Any silence, absence or omission from the contract specifications concerning any point shall be regarded as meaning that only the professional practices are to prevail, and that only workmanship of a quality that would normally be specified by HOPE COMMUNITY PCS are to be used.
- F. Payments on any claim shall not preclude HOPE COMMUNITY PCS from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and proposal specifications.
- G. HOPE COMMUNITY PCS shall not be responsible for ensuring the resolution of program review and audit findings.

INSURANCE

- A. The vendor shall assume responsibility for its actions and those of anyone else working for it while engaged in any activity with the contract. Proposals must specify the carrier and coverage limits of no less than \$1,000,000 with a reasonable deductible agreeable to HOPE COMMUNITY PCS. All insurance premiums shall be paid by the vendor.
- B. For the first year of the contract, the certificate shall be furnished to HOPE COMMUNITY PCS at the time of the award. Every contract year after, an updated certificate shall be provided at or before the contract renewal date if applicable.

- C. All required insurance coverage must be in effect not later than 12:01am, 2022 of the first day of the signed agreement, and shall remain in effect for the duration of the contract.
- D. HOPE COMMUNITY PCS must be notified in writing 30 days in advance of any reduction or cancellation of this policy.
- E. Vendor shall maintain the following insurance during the Term: Comprehensive General Liability with policy limits of not less than one million (\$1,000,000) for each occurrence and in the aggregate two million (\$2,000,000) for bodily injury and property damage.
- F. Automobile Liability covering owned and rented vehicles operated by vendor with policy limits of not less than three hundred thousand (\$300,000) combined single limit and aggregate for bodily injury and property damage.
- G. The Vendor may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance *results* in at least the same type of coverage as required for the individual policies.
- H. **Workers' Compensation** at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand (\$500,000 bodily injury per person, Five Hundred Thousand (\$500,000) body injury by disease per person and Five Hundred Thousand (\$500,000) disease in the aggregate (\$1,500,000 collectively).
- I. The Vendor shall provide to HOPE COMMUNITY PCS certificates of insurance evidencing compliance with the requirements in this Section 12. The certificates will show HOPE COMMUNITY PCS's Indemnitees as an additional insured on the Comprehensive General Liability, Automobile Liability and umbrella or excess policies. Each insurance policy shall be fully paid as premiums are due, shall not expire prior to the termination or expiration of this Agreement and shall be issued by an insurance company authorized to sell insurance and having an A.M. Best General policyholders' rating of A or better.

AMENDMENT NO WAIVER

- A. No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is agreed to in writing by HOPE COMMUNITY PCS and vendor. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

GOVERNING LAW; ATTORNEY'S FEES

- A. This Agreement shall be governed by, and interpreted in accordance with, the laws of The District of Columbia. The prevailing party in any dispute or litigation concerning or arising from this Agreement is entitled to an award of costs and reasonable attorneys' fees incurred.

ASSIGNMENT

- A. This Agreement is based upon the special skills and abilities of the vendor and this Agreement shall not be assignable by the vendor, and the vendor may not delegate any of its duties hereunder without the prior written consent of HOPE COMMUNITY PCS. Any assignment or delegation in violation of this Section 16 shall be null, void and without effect. HOPE COMMUNITY PCS shall have the right to assign this Agreement to a lender providing financing to the Project as additional security for such financing, or to an entity affiliated with HOPE COMMUNITY PCS established or being used for the purpose of owning the Property and financing the Project. HOPE COMMUNITY PCS shall not otherwise assign this Agreement, without the prior written consent of the vendor.

ENTIRE AGREEMENT

- A. This Agreement contains the entire agreement between the parties and supersedes any and all prior understandings, agreements or correspondence between the parties with respect to the subject matter hereof.

CONSTRUCTION OF AGREEMENT

- A. The parties hereto acknowledge and agree that each party has reviewed and negotiated the terms and provisions of this Agreement and has had the opportunity to contribute to its revision. Accordingly, the rule of construction to the effect that ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement. Rather, the terms of this Agreement shall be construed fairly as to both parties hereto and not in favor of or against either party.

COUNTERPARTS

- A. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

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