

FRIENDSHIP PUBLIC CHARTER SCHOOL

REQUEST FOR PROPOSALS FOR

RFP — ONLINE CURRICULUM SERVICES

Friendship is soliciting proposals and qualification statements from parties having specific interests and qualifications in the areas identified in this solicitation. A selection committee will review and evaluate all qualification statements and proposals and may request that the bidders make oral presentations and/or provide additional information. The selection committee will rely on the qualification statements, proposals, additional information if provided and oral presentations if made, in the selection of finalists and, therefore, bidders should emphasize specific information considered pertinent to this solicitation and submit all information requested.

Interested parties shall MAIL the response to this RFP by submitting 2 copies, 1 original, and 1 electronic copy emailed to procurementinquiry@friendshipschools.org, sealed qualification statements, and by addressing the specific proposal requirements as requested in this RFP in an envelope clearly marked “RFP — To provide a – **ONLINE CURRICULUM SERVICES** to:

Procurement Inquiry

Friendship Public Charter School (FPCS)
1400 1st Street, NW Suite 300
Washington, DC., 20001

By no later than 4pm, Tuesday, October 3, 2017

You must sign below in INK; failure to sign WILL disqualify the proposal.

Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Taxpayer Identification Number (T.I.N.): _____

Telephone: _____ Fax: _____

Email: _____

Print Name: _____ Signature: _____

Your signature attests to your proposal to provide the goods and/or services in this proposal according to the published provisions of this Request for Proposal unless modifications or alterations are clearly noted in your proposal submission.

Friendship Public Charter School Inc. (“Friendship”) reserves the right to reject any and all qualification statements, to cancel this solicitation, and to waive any informalities or irregularities in procedure.

TABLE OF CONTENTS – REQUEST FOR PROPOSAL PACKAGE

The items below represent components which comprise this Request for Proposal (RFP) package. Proposers are asked to review the package to be sure that all applicable parts are included. It is the Proposers responsibility to be thoroughly familiar with all Requirements and Specifications. Be sure you understand the following before you return your proposal packet.

1. **Cover Sheet:** Your company name, address, and your signature (**IN INK**) should appear on this page
2. **Table of Contents:** Identifies the order in which the information appears in the document.
3. **General Requirements:** You should be familiar with all of the General Requirements.
4. **Special Requirements/Instructions:** This section provides information you must know in order to make a complete and proper proposal.
5. **Specifications:** This section contains the detailed description of the products/services sought by Friendship Public Charter School.
6. **Attachments**
 - a. Proposal Requirement
 - b. Insurance Coverage Requirements
 - c. Financial Statements
 - d. Proposed Exceptions, Alterations, Additions, or Modifications to RFP (if any)

GENERAL REQUIREMENTS

ACCESS TO RECORDS

Proposer may be required to allow duly authorized representatives of FPCS access to contracts, books, documents, and records necessary to verify the nature, extent, and cost of services provided by the Proposer.

AWARD

FPCS reserves the right to reject any and all proposals, and reserves the sole right at its discretion to accept any proposal(s) it considers most favorable to the interest of FPCS and waive any and all minor irregularities in any proposal(s). FPCS further reserves the right to reject any proposal(s) and seek new proposals through the issuance of a new or amended RFP if such action is deemed in the best interest of FPCS.

OFFER COMPLETION

Completed proposal(s) must be sent to **Procurement Inquiry, 1400 1st Street, NW, Washington DC 20001**. An authorized company representative should sign the Cover Sheet. Completion of these forms is intended to verify that the proposer has submitted the proposal, is familiar with its contents, and has submitted the material in accordance with all requirements.

The submission of a response shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

All terms, conditions, specifications, stipulations and supplier requirements stated in the RFP, any attached Appendices to the RFP, and any and all Addenda issued shall become part of the contract entered into between FPCS and the Proposer.

OFFER RETURNS

Proposers must return completed proposals by date stated above. Late proposals will not be accepted. It is the responsibility of the responding Proposer to assure that the response is received prior to the date/time indicated on the Cover Page of this package.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between FPCS and the Proposer. Any price escalations are limited to those stated by the Proposer in the original proposal.

DISQUALIFICATION OF PROPOSER

Upon signing this offer document, a Proposer certifies that the proposal has not violated the antitrust laws of this state, Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if FPCS believes that collusion exists among the proposers. Proposals in which the prices are obviously unbalanced may be rejected.

EVALUATION

In evaluating the proposals submitted, FPCS will apply the “Best Value” process in selecting the Proposer to be awarded a contract for this project. **Purchase price is not the only criteria that will be used in the evaluation process.** The selection process will include, but not be limited to, the following considerations:

1. The purchase price.
2. The Proposer’s overall experience, reputation, expertise, stability and financial responsibility.
3. The quality and range of goods and/or services the firm proposes to provide.
4. The extent to which the goods and/or services meet FPCS needs.
5. The Proposer’s past relationship with FPCS.
6. The ability to provide service in a reliable, expedient and efficient manner.
7. The total long-term cost to FPCS to acquire the Proposer’s goods or services.
8. Any other relevant factor(s) specifically listed in the request for proposals.

All proposals must be valid for a minimum period of one hundred-twenty (120) days from the due date of this RFP. Proposers shall furnish in a timely manner to FPCS such additional information as FPCS may reasonably require.

FPCS reserves the right to contact references from the Proposer’s client list, or any other persons considered relevant by FPCS.

All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Contract prices and terms are to remain firm through project completion. The Proposer shall

provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered.

DOCUMENT INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, the interpretation of FPCS shall govern consistent with the laws of the District of Columbia. Wherever the term “Proposer” is used throughout the RFP, it includes the Proposer’s agents, employees, directors and/or assigns even if not specifically delineated.

HOLD HARMLESS AGREEMENT

The successful Proposer(s), its agents, employees (paid or volunteer), directors and/or assigns shall indemnify, hold harmless, and defend FPCS, its directors, officers, and employees (paid or volunteer) from and against any and all claims, demands, causes of action of whatever kind or nature arising out of error, omission, misrepresentation, negligent act, conduct or misconduct of the Proposer and its agents, employees(paid or volunteer), directors and/or assigns in the provision of goods or the performance of services arising out of the preparation of this proposal and execution and performance of any contracts resulting there from. Such indemnification shall also include reasonable attorneys’ fees, court costs, and expenses.

INSPECTIONS

FPCS reserves the right to inspect any item(s) or service location for compliance with specifications, requirements, and the needs of FPCS. If a Proposer cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, FPCS can reject the proposal as inadequate.

TESTING

FPCS reserves the right to test equipment, supplies, materials and goods proposed for quality, compliance with specifications and ability to meet the needs of FPCS. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the proposal is subject to rejection.

INVOICES AND PAYMENTS

The Proposer who is awarded the contract is required to send all invoices to FPCS’s reference point of contact and to **Accounts Payable 1400 1st Street NW Washington DC 20001**. Invoices shall be provided to FPCS in a timely manner. The Proposer who is awarded the contract is required to invoice FPCS within 30 days of providing goods and/or services to FPCS.

In the event FPCS is presented with invoices, statements, reports, etc. that are incomplete, or inaccurate, FPCS may be required to perform substantial research which could result in delay of payment. FPCS will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate, incomplete, or inaccurate information provided in invoices.

PRICING

Prices for all goods and/or services shall be negotiated to a firm amount for the duration of the contract or as agreed to in terms of time frame and/or method of determining price escalations, if

any by Proposer. All prices and methods of determining prices must be written in ink or typewritten. Where unit pricing and extended pricing differ, unit pricing prevails.

SUPPLEMENTAL MATERIALS

Proposers are responsible for including all pertinent product data in the returned offer package. Literature, brochures, data sheets, specification information, completed forms requested as part of the offer package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the Proposer wishes to include as a condition of the proposal, must also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

TAXES

FPCS is exempt from federal, state and local taxes. In the event that taxes are imposed on the goods or services purchased, FPCS will not be responsible for payment of the taxes. The Proposer awarded the contract shall absorb the taxes entirely. Certificates of exemption will be furnished upon written request to FPCS.

TERM CONTRACTS

Any contract which results from this RFP shall run for three year period with an exclusive option by FPCS to renew on an annual basis. There is to be an additional 90-day transitional period added to the end of the contractual agreement which may be exercised at the option of FPCS. The contractual prices, terms and conditions are to remain in force during the transitional period.

The successful Proposer, as determined by FPCS, shall be required to execute a contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Proposer shall obtain any interest or right in any award until FPCS has executed a contract, and any such interest and rights shall be subject to the terms and conditions as contained in such contract.

The successful Proposer may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof, without prior written consent from the FPCS.

QUANTITY

There is no guaranteed amount of business, expressed or implied, to be purchased or, contracted for by FPCS in the initial maximum 1 year contract term or in subsequent renewals which may or may not be negotiated and agreed to by FPCS with any proposer(s). However, the Proposer(s) awarded the contract shall furnish all required goods and/or services to FPCS at the stated price, when and if required.

CONTRACT TYPE

The preferred contract type to be awarded is a fixed fee contract. However, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer is encouraged to offer that better pricing option as an alternative in its submitted proposal. FPCS will consider that type of contract as it compares with other recommended contract options. The contract type providing the best value, over the longest period of time is what FPCS seeks.

Proposers are required to provide FPCS with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

TERMINATION

FPCS reserves the right to terminate the contract without cause with 60 days prior written notice for convenience and with 30 days prior written notice for cause, if Proposer breaches any of the terms therein, including warranties of proposer or if the proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which FPCS may have in law or equity. Cause may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to FPCS's satisfaction and/or to meet all other obligations and requirements.

If the Proposer breaches any provision of the proposal stipulations, becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors, FPCS will have the right (without limiting any other rights or remedies that it may have in the contract or by law) to terminate any contract with 30 days prior written notice to the Proposer.

FPCS will then be relieved of all obligations, except to pay the reasonable value of the supplier's prior performance (at a cost not exceeding the contract rate). The Proposer will be liable to FPCS for all costs exceeding the contract price that FPCS incurs in completing or procuring the service as described in the proposal. FPCS's right to require strict performance of any obligation in this contract will not be affected by any previous waiver, forbearance, or course of dealing.

TRANSITION

Once an executed contract with the Proposer terminates for any reason, FPCS reserves the right to have a period of time to transition the contracted goods and/or services provided to FPCS by the Proposer to a new provider. During this transition period, FPCS will pay for these goods and/or services to the provider at the negotiated rate(s) in existence at that time. FPCS further reserves the right to establish the length of the transition period and communicate this transition time period to the provider; however, such transition period shall not exceed 180 days.

FUNDING OUT OPTION

Any contract resulting from this RFP is contingent upon the continued availability of budget appropriations and is subject to cancellation, without penalty to FPCS, either in whole or in part, if funds are not appropriated by the FPCS Board of Directors, or otherwise not made available to FPCS. All outstanding invoices will be paid upon cancellation.

WARRANTIES

Proposers shall furnish all data pertinent to warranties or guarantees which may apply to items in the proposal. Proposers may not limit or exclude any implied warranties.

ASSOCIATION

Proposers may not use the FPCS official logo(s), or any phrase associated with FPCS, without the written permission from FPCS.

EXCEPTIONS, ALTERATIONS, ADDITIONS AND MODIFICATIONS

If any exceptions, alterations, additions, or modifications are submitted by Proposer to any portion of this RFP, the Proposer must clearly indicate the exceptions, alterations, additions and modifications and include a full explanation as a separate attachment to the proposal. The failure to identify exceptions, alterations, or modifications will constitute acceptance by the proposer of the RFP as proposed by FPCS. FPCS reserves the right to reject a proposal containing exceptions, alterations, additions, or modifications.

PROPOSAL PREPARATION COSTS

All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit FPCS, in any way, to pay any costs in the preparation and submission of the proposal, nor does the issuance of the RFP obligate FPCS to award a contract or purchase any goods and services stated in the RFP.

RETENTION OF PROPOSAL DOCUMENTATION

All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of FPCS.

MODIFICATION/WITHDRAWAL OF PROPOSAL

Proposals may be modified in writing at any time prior to the due date. Proposals may be withdrawn in writing, by facsimile written transmission, or in person before the response date.

SPECIAL REQUIREMENTS/INSTRUCTIONS

EVALUATION AND AWARD

This RFP in no manner obligates FPCS to the eventual rental, lease, and purchase, etc. of any equipment or service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of FPCS and may be terminated at any time prior to the signing of the contract. FPCS may initiate discussions with supplier personnel authorized to contractually obligate the supplier. Discussions will develop into negotiating sessions with the successful Proposer(s).

If FPCS is unable to agree to contract terms, FPCS reserves the right to terminate contract negotiations with a Proposer and initiate negotiations with another Proposer. FPCS reserves the right to select services and products from any number of Proposers if in its sole discretion it is in the best interest of FPCS to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of FPCS and such evaluation and determination of best value shall be solely at the discretion of FPCS.

Purchase price is not the only criteria that will be used in the evaluation process.

Submission of a proposal implies the Proposer's acceptance of the evaluation criteria and all other terms and conditions as set forth in this RFP as well as the Proposer's recognition that subjective judgments can and will be made by those individuals evaluating proposals.

FPCS RESERVES THE RIGHT TO AWARD THE CONTRACT TO ONE PROPOSER/CONTRACTOR, OR MORE THAN ONE PROPOSER/CONTRACTOR IN ITS SOLE DISCRETION.

NON-PERFORMANCE BY PROPOSER/CONTRACTOR

Performance, before and during the contract term, will be a major consideration of current contract award, renewals, and future award considerations. Failure to perform, in any sense relative to this contract, may result in the probation and/or termination of this agreement by FPCS on the basis of nonperformance. Nonperformance shall be determined as follows:

1. Failure to meet and maintain all qualifications required in this RFP;
2. Failure to meet required operating performance standards in the time period required and consistent with workmanlike manner. Workmanlike manner means work that is "completed in a skillful manner and is non-defective."
3. Failure to keep and maintain all required insurance coverage;
4. Failure to cure deficiencies within a reasonable amount of time as stated herein.

INSURANCE

All proposers must provide evidence of insurance or insurability.

CONFLICT OF INTREST

The prospective proposer, its agents, employees, directors and/or assigns, shall disclose any financial, business or other relationship with FPCS that may have an impact upon the outcome of this contract or potential future of the FPCS projects resulting from this effort. The prospective proposer, its agents, employees, directors and/or assigns shall also list current clients who may have a financial interest in the outcome of this contract or FPCS projects that will follow. In particular, the prospective proposer its agents, employees, directors and/or assigns shall disclose any financial interest or relationship with any company that might submit a bid on the FPCS projects.

NON DISCRIMINATION

The selected proposer shall comply, and shall require its agents, employees, directors and/or assigns to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis.

RFP SPECIFICATIONS – For ONLINE CURRICULUM SERVICES

Friendship Public Charter Schools seeks qualified and experienced bidder(s) to provide Online Curriculum Services: The services should include a complete scope and sequence of courses for Ninth grade through Twelfth Grade including documentation that such courses align to Common Core Standards. The goal of the curriculum is that all students will meet or exceed all proficiency and competency standards as are applicable. The curriculum shall incorporate an instructional design in which:

1. Program/course design should reflect a clear understanding of student needs and incorporate varied ways to learn and multiple levels of mastery of the curriculum;
2. The program/course design should reflect honors and AP courses.
3. The program/course design should reflect opportunities for Credit Recovery
4. The program/course design should allow for a blended approach, (full time, and single class)
5. Digital content is delivered to students through a provider hosted model. Provider will not only provide the digital content, but will host its own course management;
6. The program/course is organized into themes and lessons that clearly state a suggested completion timeframe for a 180 day school year which takes into account breaks, holidays, etc.;
7. Each lesson includes an overview, content, activities, enrichment, remediation, and assignments and assessments to provide multiple learning opportunities for students to master the content;
8. The course goals and objectives are measurable and clearly state what the participants will know or be able to do at the end of the course;
9. The program/course instruction includes activities that engage students in active learning and address a variety of learning styles and preference;
10. The program/course provides opportunities for students to engage in higher-order thinking, critical reasoning activities and thinking in increasingly complex ways;
11. The program/course reflects multicultural education and is accurate, current, and free of bias;
12. The teacher can adapt learning activities and assignments/assessments on a continual basis to accommodate students' needs;
13. Readability levels, written language assignments, and mathematical requirements are appropriate for the course content and the students;
14. The program/course provides opportunities for appropriate instructor-student and student-student interaction to foster mastery and application of the material and a plan for monitoring that interaction;
15. Objectives are matched to content requirements and to the grade and skill levels of the intended audience;
16. Program/course tasks and assessments align with the required;
17. The program/course content and assignments are of sufficient rigor, depth, and breadth to teach the standards being addressed;
18. Information literacy and communication skills are incorporated and taught as an integral part of the curriculum;
19. Extended resources and activities are provided to increase achievement levels;

20. The content and assessments must be designed for use in a virtual environment, blended learning environment, and asynchronous environment;
21. Lesson content and activities can be manipulated/alterd by school and/or individual teachers;
22. The program can incorporate and prescribe real-time adaptive interventions based on student performance;
23. Online lessons should be accompanied by offline material (i.e. textbooks, novels, workbooks, kits, etc.) to allow for greater understanding and retention;
24. Detailed process for clients to submit and/or make content edits, accompanied by a timeline for completion;
25. Understanding of how often content is upgraded or otherwise edited;
26. The school will understand how and when a change within a course made by a vendor will impact the client;
27. Content and assessments must address the needs of ELL learners, students with an IEP, and students with a GIEP;

The curriculum should incorporate a student assessment component in which:

1. Student evaluation strategies are consistent with program/course goals and objectives;
2. The program/course structure includes adequate and appropriate methods and procedures to assess students' mastery of content;
3. Assessment strategies and tools make the student continuously aware of his/her progress in class and mastery of the content beyond letter grades;
4. Assessment materials provide the teacher with the flexibility to assess students in a variety of ways;
5. Grading rubrics and models of partially to fully completed assignments are provided to the teacher;
6. The grading policy and practices are aligned to Friendship Public Charter Schools;
7. A placement process for full-time students to evaluate students by skill and or grade level and enable them to be assigned appropriately;
8. Assessment and assignment answers and explanations are included;
9. Understanding of various assessment types and how each assessment type is assigned a value/score;
10. Assessments/assignments must include combination of both auto-graded and teacher graded questions;
11. Understanding of the percentage of auto-graded versus teacher graded assessments/assignments within a course;
12. There is an availability of test banks for assessments/assignments;
13. There is an ability to give multiple versions of the same assessment;
14. Assessment questions must have ability to be randomized within the system;
15. There is an ability for client to both create our own assessments/assignments and modify assessments/assignments from the vendor;
16. Assessments include both formative and summative assessment types;
17. Safeguard must exist for students to have ability to retake an assignment/assessment without access to the previous attempt and/or questions

- must vary from attempt 1 to attempt 2;
18. There is an availability of answer keys for use by teachers (could be included with 'e');
 19. There is an ability for teachers to provide an individual comment for every assessment question;
 20. Teachers must be able to view and print assessments;
 21. There is an ability to upload multiple documents with assessments/assignments;
 22. Teachers must be able to create individual rubric; and,
 23. There are various assessment questions available, including T/F, multiple choice, short answer, open ended.

Additional Requirements:

1. Information should be provided to students, parents, and mentors on how to communicate with the online teacher and program/course provider, including information on the process for these communications. Academic integrity, privacy issues, and Internet etiquette expectations regarding lesson activities, discussions, e-mail communications, and rules regarding plagiarism should be clearly stated.
2. The course provider is to guarantee in writing that all course materials that they developed comply with copyright laws. The courses must include guidelines for students on the use of copyrighted materials, appropriate use of networked resources and academic honesty.
3. Proposals are to include such instructional tools and supplies including, but not limited to, textbooks and multi-media teaching tools necessary to deliver the Educational Program.

Proposal Requirements (Attachment A)

Proposals shall include, at a minimum, the following information organized as follows in a qualification statement:

1. Clear and detailed proposed pricing for goods and or services.
2. A brief discussion of the consultant's/company's history, and services offered. Briefly state that the Proposer understands the work to be done and will make a positive commitment to perform the work within the required time period.
3. Resumes of key staff that will provide services and training.
4. Names and contact information of at least three client references.
5. Provide proof of CBE as firms certified as CBE will receive preferential consideration. See <http://olbd.dc.gov/>

6. A proposed signed contract, which includes terms, payments and amount contract, will not to exceed.

INSURANCE COVERAGE REQUIREMENTS (Attachment B)

General & Excess Liability Minimum Coverage

General Liability:	1,000,000
Umbrella Liability:	1,000,000

Company Name

Signature of Authorized Agent

Date Signed

FPCS will be named as additional insured on certificate of insurance if our firm or company is awarded a contract.

Financial Statements (Attachment C)

Proposer should submit as Attachment C current financial statements, preferably for the past two years, which have been audited or reviewed by a Certified Public Accountant.

Proposed Exceptions, Alterations, Additions, or Modifications to RFP (Attachment D)

Proposer should submit as Attachment D, any and all proposed exceptions, alterations, additions, or modifications.

For further information, contact Catherine Sanwo at procurementinquiry@friendshipschools.org.

END OF FPCS RFP PACKAGE.