



## **Request for Proposals (RFP)**

**Orange County Schools  
Elementary (K-5) & Middle (6-8) Schools**

**Orange County Schools On-Site Afterschool Care Programming**

**Closing Date:  
4:00 p.m.  
February 22, 2024**

Orange County Schools (OCS) is issuing this Request for Proposals (RFP) to solicit Proposals from local and national vendors qualified and experienced in after school care programming to design and deliver after school care programming to scholars in 7 elementary school sites (grade K-5) and 3 middle school sites (grades 6-8) in accordance with the terms and conditions set out herein. OCS reserves the right to issue or add more addenda amending the specifications herein prior to the date set for the receipt of Proposals. Every effort will be made to send any such addenda to all parties known to have provided an RFP response. However, it is the responsibility of each Vendor, prior to submitting the Proposal, to contact OCS to determine if addenda were issued.

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## PART I – BACKGROUND, OVERVIEW, AND SCOPE OF WORK

For informational purposes, OCS currently runs an afterschool program serving approximately 420 students in 7 elementary school sites (grade K-5) and 3 middle school sites (grades 6-8). Specifically, services are provided at the following schools: Central Elementary, Efland Cheeks Global Elementary, Grady A. Brown Elementary, Hillsborough Elementary (year round), New Hope Elementary, Pathways Elementary, A. L. Stanback Middle, Gravelly Hill Middle, and Orange Middle Schools.

Currently, OCS runs after school programming internally as an enterprise fund. During the 2023-2024 school year, elementary school afterschool program enrollment has varied from 30 students to 163 students, whereas middle school enrollment has varied from 10 to 28 students.

Families currently pay \$60.00 a week for five days of after school care (2:30-6:00 p.m.), with a discount for families with two or more children in the afterschool care program and for the children of OCS employees.

All OCS after school care staff are currently part-time (PT), with the exception of two after school office specialists who manage all operational aspects of the program. Salaries currently fall in this range:

- Group leaders earn \$15.00-\$21.16 per hour.
- Site Coordinators earn \$16.80-\$24.62 per hour.
- After School Specialists earn \$3670 per month.

In the past, Summer Camp was run at two elementary locations at the fee of \$20 per day, with a discount for families with two or more children. Site enrollment ranged from 43-63 students per week, with 11-16 students on Department of Social Services vouchers.

Hillsborough Elementary School has historically had the largest student enrollment and is a year round program; they will require three intersession camps (ranging from one to three weeks depending on the school calendar), with the first beginning in July 2024.

OCS now seeks proposals from local and national vendors qualified and experienced in after school care programming to design and deliver after school care programming at these same OCS sites. Rather than hire and train afterschool staff itself, OCS will enter into a contract with one or more qualified vendor(s) to manage the afterschool program in strict conformance with all legal requirements.

The purpose of this RFP is to solicit proposals from eligible vendors to design and deliver said after school care programming at OCS sites for the 2024-2025 school year. Subject to negotiation of a mutually satisfactory contract, the selected Vendor(s) will have the exclusive opportunity to provide after school care services at the designated OCS site(s) on a one-year initial contract, with the understanding that strong performance in this initial year may lead to a longer-term contract going forward.

Services will be provided for 180 days during the 2023-2024 school year beginning on the first day of school in the 2024-2025 school year and ending on the 2nd to last day of school at six traditional calendar elementary schools, one year-round elementary school, and three middle schools. Services will begin at school dismissal (2:30pm for elementary and 3:30 for middle schools) and will continue until 6:00pm on each day when school is in session through the last day of the 2024-2025 school year.

The services to be provided shall include, at a minimum, the following:

- Provide outstanding care and supervision for OCS students whose parents/guardians elect to enroll them in the afterschool care program.

- Hire, train, oversee, and manage vendor's staff to ensure the safe, reliable, consistent, and responsible provision of after school care.
- Give fair consideration to all current OCS after school care employees when making staffing decisions, giving due consideration to (1) their experience working with OCS students at the designated OCS sites to provide after school care, and (2) providing a salary equal to or greater than that currently being paid through the OCS Enterprise Fund (see p. 2).
- Maintain staff-to-student ratios that comply with NC licensing requirements per the North Carolina Department of Health and Human Services.
- Develop and implement company policies and procedures to ensure the safe, reliable, consistent and responsible provision of after school care.
- Assess and collect charges and fees directly from OCS parents/guardians for the services provided, with no expectation of any form of remuneration from OCS. Such fees shall be no greater than those currently being assessed (see p. 2).
- Obtain and maintain a "five star" rating with the NC Department of Health and Human Services at all times throughout the contract term.
- Ensure strict compliance with all applicable state and federal laws, regulations, as well as all applicable OCS policies.
- Supply all curricular materials and all associated training and professional development, including that required for state licensing, for the individuals who are implementing the program.
- Furnish all necessary program supplies, including but not limited to health and safety, academic, enrichment, and athletic, as needed to carry out the program.
- Supervise parent/guardian pick up at each campus following programming and actively work to build positive relationships with families, maintaining strong communication with all enrolled about matters such as pick-up and drop-off procedures, student conduct during after school care periods, student accidents or illnesses, and any unavoidable delays or cancellations in services due to inclement weather.

Additionally, the after school care programming to be provided shall be designed and implemented to enhance the existing OCS academic model and promote OCS's broader educational mission by providing services in each of the following areas: in the following ways:

1. Academic enrichment (aligned with NC state standards), academic tutoring, and/or homework assistance.
2. Hands-on, engaging indoor and outdoor activities.
3. Free, healthy snacks.
4. Enrichment activities such as visual and performing arts, health and wellness, and/or service learning.

The Provider will collaborate directly with school administrators to refine any after school care programming delivered to students to align with and promote OCS's broader educational goals.

Vendors should submit their proposal on the understanding that they will **not** be assessed any rental fees or utility bills for their use of OCS property to provide after school care services. Vendors are expected to pass on the savings resulting from this substantial reduction in their operating costs to the OCS families who chose to take advantage of the after school care program. Any vendor(s) selected to provide services shall not be entitled to any form of monetary compensation from OCS.

## **PART II – CONTRACT SPECIFICATIONS**

No vendor shall be authorized to provide services without first signing a contract with OCS. While some contract terms, such as terms related to the charges and fees to be assessed may be negotiable, the terms listed below are



non-negotiable. By submitting a Proposal, each Vendor certifies that it will consent in substance to the following terms in the event it is offered a contract.

1. **Qualifications of Provider.** Provider warrants that all agents or employees of Provider who will provide services under this Contract will at all times throughout the term of this Contract be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified providers of the same or similar services.
2. **Termination for Cause.** Either party may terminate this Agreement for an uncured material breach of this Agreement by the other party on sixty (60) days' prior written notice to the breaching party after first providing written notice and an opportunity to cure said breach.
3. **Termination for Convenience.** OCS may terminate this Contract in its complete discretion, with or without cause, after first providing at least ninety (90) days' notice to the Provider.
4. **Injunctive Relief:** It is acknowledged and agreed that Provider's services to OCS are unique and that the loss of such services may cause harm to OCS that cannot reasonably and adequately be compensated by money damages. Accordingly, Vendor acknowledges and agrees that a material breach by Vendor of its contractual obligations may cause OCS irreparable injury and damage and that, provided OCS is not in breach of this Contract, OCS shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or remedy a material breach of this agreement on the part of Provider.
5. **Insurance.** At all times throughout the term of this Contract and for all employees or agents who provide services under this Contract, Provider shall maintain (a) commercial general liability insurance in amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate; (b) professional liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate; (c) automobile liability insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence; and (d) workers' compensation insurance in the required statutory amount(s). Provider shall furnish to the OCS certificates of insurance demonstrating the existence of such coverage prior to the commencement of services and shall provide the OCS with at least ten (10) days' notice prior to expiration or cancellation of any such coverage. Failure to furnish insurance certificates or to maintain any insurance coverage required under this Contract shall be deemed a default and shall be grounds for immediate termination of this Contract.
6. **Records Maintenance; Monitoring and Auditing.** Provider shall maintain accurate written documentation of all services provided, including any documentation required by any applicable federal, state and local laws and regulations, and shall make such documentation available to OCS and its agents and employees (including but not limited to its attorneys and financial auditors) upon request. Provider shall cooperate with any efforts on the part of OCS to monitor, audit, oversee, or investigate activities related to this Contract. OCS and its representatives will maintain the confidentiality of any identified and actual trade secrets of Provider that may be accessed during an audit or investigation of services provided under this Contract.
7. **Confidentiality of Student Information.** Provider will maintain the confidentiality of student information in compliance with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99, other applicable state and federal laws, all applicable Board of Education policies, and the terms of the attached Data Confidentiality and Security Agreement, which is attached hereto and incorporated by reference as a part of this Contract. Provider acknowledges that this Contract and the attached Data Confidentiality and Security Agreement govern Provider's maintenance and use of any

confidential student data shared with it by OCS but does not give Provider any right to access any such information.

8. **Sex Offender Registry Checks.** Provider acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school and shall ensure compliance with this statutory requirement by its owners, officers, agents, employees, and subcontractors at all times during the term of this Contract. Provider shall conduct sexual offender registry checks on each of its owners, officers, agents, employees, and subcontractors who will engage in any service on or delivery of goods to OCS property where students are present, except that such registry checks shall not be required for individuals whose presence on OCS property or events is limited to the delivery or pick-up of equipment, materials, or supplies at the administrative office or loading dock of a school. Such registry checks shall include, at a minimum, checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry (“the Registries”). For Provider’s convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Provider shall provide certification on a form provided by OCS that said registry checks were conducted on all Contractual Personnel subject to this requirement within thirty (30) days of the execution of the Contract and prior to performing any services on School System property and shall renew such certifications annually. Provider shall also provide a supplemental certification form for each of its employees subject to this requirement on a quarterly basis throughout the contract term. Failure to comply with the terms of this provision shall be deemed a material breach and grounds for immediate termination of this Contract.
9. **Criminal Background Checks.** At its sole expense, Provider shall conduct criminal background checks to ensure that none of its owners, officers, agents, employees, or subcontractors who will provide services on OCS property has been convicted or pleaded guilty or “no contest” to any felony or to any crime, whether felony or misdemeanor, involving any type of physical or sexual abuse of a minor. Such checks shall be conducted on each individual who is asked to provide services to or in physical proximity to OCS students or prior to the commencement of services. If requested by OCS, Provider shall also provide sufficient background information regarding any or all contractual personnel who may perform services under this Contract in order to allow OCS to perform additional criminal background checks on any such individual at any time at OCS’s expense. Failure to comply with the terms of this provision shall be deemed a material breach and grounds for immediate termination of this Contract.
10. **Control of Access to School System Property and Events.** OCS reserves the right to prohibit any representative of Provider from accessing any OCS property or working with OCS students determines, in its sole discretion, that such person may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to OCS’s operations. In the event OCS prohibits any individual representative(s) of Provider from accessing OCS property or working with OCS students, Provider shall provide substitute personnel meeting all Contract requirements to provide continuous delivery of services in full compliance with the terms and conditions of this Contract.
11. **Indemnification.** Provider shall indemnify and hold harmless OCS and its agents and employees from and against all claims, actions, demands, costs, damages, losses, and/or expenses of any kind whatsoever proximately resulting from the omission or commission of any act, lawful or unlawful, by Provider or its agents and/or employees, including but not limited to court costs and attorney’s fees, incurred in connection with the defense of said matters. Provider agrees that this indemnification clause is an “evidence of indebtedness” for the purpose of N. C. Gen. Stat. § 6-21.2.
12. **Relationship of Parties.** Provider shall be an independent contractor of OCS. Nothing in this Contract shall be construed as creating a partnership or joint venture; nor shall any employee of Provider be

construed as an employee, agent, or principal of OCS.

13. **Compliance with Applicable Laws.** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, the Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Provider is also responsible for providing affordable health care coverage to all of its full-time employees providing services to OCS in accordance with federal law.
14. **Anti-Nepotism.** Unless disclosed to the School System in writing prior to OCS's approval and execution of the Contract, Provider warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Orange County Board of Education or of any principal or central office staff administrator employed by OCS. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Provider become aware of any family relationship covered by this provision, or should such a family relationship arise at any time during the term of this Contract, Provider shall immediately disclose the family relationship in writing to OCS. Unless disclosed prior to the execution of the Contract and waived by Orange County Board of Education, the existence of a family relationship covered by this Contract is grounds for immediate termination by the School System.
15. **Applicable School Board of Education Policies.** Provider acknowledges that the Orange County Board of Education has adopted policies governing conduct on School System property and agrees to abide by any and all relevant Board policies while on School System property, including but not limited to all policies regarding tobacco, alcohol, and illegal drugs and all policies regarding conduct on School System premises. Provider acknowledges that all of the Board's policies are readily available on the OCS website.
16. **Assignment.** Provider shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written consent of the School System.
17. **North Carolina Law.** North Carolina law will govern the interpretation and construction of the Contract.
18. **Entire Agreement.** This Contract, along with any attached exhibits that are expressly incorporated by reference, constitutes the entire agreement and understanding between the parties and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings concerning the subject matter of this Contract. To the extent there may be any conflict between terms expressed with the four corners of this Contract and any document(s) incorporated by reference, the terms of this Contract will control.

### **PART III – SELECTION PROCESS**

The after school care services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply. This document, and not any public bidding law, will govern the selection process.



All proposals will be evaluated by an Evaluation Committee composed of representatives of OCS. The Evaluation Committee may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The Evaluation Committee may, at its sole discretion, make recommendations on the award of one or more after school care contracts to the Superintendent or designee for further recommendation to the Orange County Board of Education. Criteria considered by the Evaluation Committee may include, but shall not necessarily be limited to, the vendor's qualifications, licensure status, references, reputation, experience, safety and staff training programs, financial standing, labor supply, claims and litigation history, number of employees currently available for service, experience and training of employees currently available for service, willingness and ability to expand its labor force to meet OCS's needs, the extent to which the vendor is willing to hire currently OCS-employed afterschool staff to serve at OCS sites, the manner in which the vendor will promote the broader educational goals of OCS through the after school care program, the manner in which the vendor will serve the needs of students with disabilities, the proposed schedule of charges to be assessed to families that choose to utilize the onsite after school care program (including any late fees, vouchers, scholarships, sliding scales based on financial need, sibling discounts, OCS employee discounts, and other relevant information on fees and charges).

The Evaluation Committee and Superintendent shall not be required to recommend the contractor with the lowest proposed compensation; nor shall it have any obligation to explain its decision to recommend or not to recommend any particular contractor or to invite or exclude any particular contractor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more contractors who presented proposals, the Evaluation Committee and Superintendent may, at their sole discretion, recommend that all proposals be rejected and the process be reinitiated (with or without changes), that OCS enter into direct contract negotiations with one or more contractors (possibly including contractors who have not previously submitted proposals) or that OCS take any other action deemed advisable under the circumstances.

The Board of Education is expected to make any final selection(s) based upon the recommendations of the Evaluation Committee and Superintendent or designee as well as any other factors or considerations the Board deems relevant. The Board retains sole discretion to award the contract to the contractor(s) it believes will best serve the interests of OCS and its students and may consider any factors, documents, or information it deems relevant in making that determination. The Board shall not be required to award a contract to the contractor with the lowest proposed fees; nor shall the Board have any obligation to explain its decision to select or not select any individual contractors or to invite or exclude any individual contractors from consideration at any stage of the process. The decision of the Board of Education to accept or reject any proposals and to award contract(s) to any one or more contractor(s) shall be final and not subject to further review.

Vendors are subject to immediate disqualification at any stage of the selection process for any of the following:

- The submission of false or misleading information to OCS.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

## PART IV – REQUEST FOR PROPOSAL PROCEDURES

1. **Point of Contact** Questions concerning this RFP should be directed to Dr. Christopher Gammon, Executive Director, Curriculum, by email only, at [chris.gammon@orange.k12.nc.us](mailto:chris.gammon@orange.k12.nc.us), with the subject line “Questions – RFP – OCS Afterschool Care Programming.” Any responses will be made in writing and communicated to all proposers. Questions should be listed separately and should specifically reference



the page number and section(s) of the RFP relevant to each question. No other information, instructions, or guidance from any OCS representative, whether orally or in writing, may be relied upon in responding to or interpreting this RFP.

2. **Submission of Proposals** Contractors should submit two (2) identical copies of their sealed proposals by no later than 4:00 p.m. on February 22, 2024, to Dr. Christopher Gammon. Proposals may be submitted by this deadline in person at the OCS central administrative offices at ADDRESS or by U.S. mail or overnight delivery service (e.g., UPS or Federal Express) addressed as follows:

Dr. Christopher Gammon, Executive Director, Curriculum  
Orange County Schools  
920 Corporate Drive, Hillsborough NC 27278  
Attn: OCS – AFTERSCHOOL CARE PROPOSAL

Proposals must be submitted in sealed envelopes marked “OCS – AFTERSCHOOL CARE PROPOSAL.” All risks of late arrival, including delays caused by inclement weather or attributable to the U.S. Postal Service, courier or other delivery service, rest entirely with the vendor. At its sole discretion, OCS may extend the deadline for submissions for all vendors if such action is deemed to be in the best interests of the school system, but no vendor shall have the right to any such extension.

3. **Proprietary Information.** All information submitted by vendors in response to this RFP is presumptively a “public record” subject to public inspection under Chapter 132 of the North Carolina General Statutes. It is not OCS’s intent to request any proprietary data or information from vendors during the selection process that would meet the legal definition of a “trade secret” under G.S. 132-1.2 and G.S. 66-152(3) and therefore be exempt from public disclosure in response to a public records request. In the unlikely event that any vendor chooses to submit any “trade secret” data or information along with its proposal, such information must be *specifically* identified and stamped “CONFIDENTIAL ” at the time of submission. Entire proposals may not be identified and stamped as “CONFIDENTIAL.” In the event a third-party request or demand to review information submitted by a proposer is presented to OCS, OCS will notify the vendor of the request. If the vendor wishes the portions of its proposal marked “CONFIDENTIAL” to be withheld from OCS’S response, the proposer must, within ten (10) days of notification from WCPSS of the request, (1) submit to OCS an opinion letter, signed by an attorney licensed to practice law in North Carolina, confirming that the portions marked “CONFIDENTIAL” meet the legal definition of a “trade secret” under G.S. 132-1.2 and G.S. 66-152(3) and (2) enter into a binding written agreement with OCS to fully indemnify and hold harmless OCS from any and all costs and expenses of any kind, including but not limited to court costs and attorney fees, incurred in the defense of any claims or legal actions of any kind against OCS seeking production or inspection of the portions marked “CONFIDENTIAL.”
4. **Modification or Withdrawal of Proposal.** Any response may be withdrawn or modified without penalty by written request of the contractor only if such request is received by OCS at the above address prior to the date and time set for receipt of proposals.
5. **Right to Reject.** OCS reserves the right to accept any proposal, to reject any and all proposals, and to waive any irregularities or informalities. No statutory bidding requirements apply to this RFP. OCS has chosen to issue an RFP because it anticipates that a competitive process will facilitate the selection of qualified service providers to provide excellent services at fair prices for OCS families. WCPSS reserves the right not only to accept or reject any specific proposal, but also to reject all proposals and either repeat the process or enter into direct contract negotiations with any one or more contractors, including contractors who have not previously submitted proposals. OCS further reserves the right to initiate

contract negotiations with any individual contractors at any time before, during, or after the proposal process. Contractors may be invited to resubmit proposals or to enter into direct contract negotiations with OCS with respect to either all or part of the services described in the attached contract. OCS further reserves the right to restrict the invitation to submit proposals to any predetermined group of contractors and/or to exclude any individual contractors from the proposal process. Any and all decisions by OCS to accept or reject proposals, repeat the process, enter direct negotiations with one or more individual contractors, restrict the invitation to submit proposals to a predetermined group of contractors, and/or exclude one or more individual contractors from the proposal process shall be final and not subject to further review.

6. **Undue Influence.** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents, or other representatives shall not lobby or attempt to influence a vote or recommendation related to Vendor's Proposal, directly or indirectly, through any contact with OCS board members or other school officials from the date this RFP is released until the award of a contract by OCS. By signing this Proposal, Vendor affirms that Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any OCS representative in connection with the Proposal submitted. Any and all conflicts of interest must be disclosed via the Proposal submitted.
7. **Gratuities.** OCS may, by written notice to Vendor, cancel any service agreement without liability to OCS if it is determined by OCS that gratuities, in the form of entertainment, gifts etc., were offered or given by Vendor, or any agent or representative of Vendor, to any officer or employee of OCS with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performing of such a contract. In the event this agreement is canceled by OCS pursuant to this provision, OCS shall be entitled, in addition to other rights and remedies, to recover or withhold the amount of costs incurred by Vendor in providing such gratuities.
8. **Costs of Preparing Proposals.** All costs incurred in the preparation and submission of the RFP response shall be borne solely by the Vendor. Where Vendors may be required to perform a presentation, give demonstrations, and provide samples and/or technical literature, or participate in any interview process as related to this RFP, all costs shall be borne by the Vendor.
9. **Proposals Held Open for 90 Days.** Any Proposals submitted in response to this RFP will be irrevocable upon the closing time and remain open for acceptance for 90 days from the closing date.

## **PART V – PROPOSAL FORMAT AND CONTENTS**

1. **Proposal Submissions.** Proposals should be prepared in such a way as to demonstrate a straightforward, concise delineation of capabilities that satisfy the requirements of the RFP. Extensive promotional materials, etc., are not necessary but will be accepted if they support the strength of the Proposal. Proposal should focus on conformance with RFP requirements and clarity of content.
2. **Proposal Organization** The Vendor's proposal itself shall be organized in the following order, with each section clearly indexed:
  - **Section I** – Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the Proposal. Please include business name, address, point of contact and contact information.
  - **Section II** – Vendor Information, which includes the vendor's qualifications, background, history, and experience in providing after-school care programs.
  - **Section III** – References, which includes letters of reference from up to three (3) clients.

- **Section IV** – Program Overview, which includes a detailed description of the after-school care program, including daily schedule, activities, and services offered.
- **Section V** – Staffing Information, which includes the number of employees currently available to provide services, the resumes and qualifications of key staff members, including program Board members and activity leaders, and the number and type of positions (including job descriptions and salary ranges) for which the Vendor will hire to be prepared to provide services beginning on the first day of the 2024-2025 school year.
- **Section VI** – Employment Policies, which includes the vendors' commitment to non-discrimination/equal employment opportunities, the vendor's approach to recruiting and retaining outstanding and reliable staff, and documentation of the extent to which the Vendor will be willing to offer employment to current after-school program staff.
- **Section VII** – Licensing and Accreditation, which includes copies of relevant licenses and certifications required for operating an after-school program and/or agreement that these licensing requirements will be met prior to the start of programming and documentation of accreditation, if applicable.
- **Section VIII** – Safety Protocols, including detailed safety policies and procedures, including emergency response plans and documentation of staff training in safety measures as well as expectations for engaging with school staff and families.
- **Section IX** – Insurance, to include proof of liability insurance coverage for the after-school program meeting or exceeding the specifications set out in this RFP.
- **Section X** – Fee Schedules, to include pricing details, including any and all fees, discounts, and payment schedules (including but not limited to late fees, vouchers, scholarships, sliding scales based on financial need, and employee discounts) as well as financial stability documentation demonstrating the vendor's capacity to fulfill the contract.
- **Section XI** – Affordability Measures, to include information on how the program ensures affordability for OCS families, including financial assistance programs, ability to accept DSS vouchers, approaches to families with multiple children (i.e. sibling discount policies), policies related to scholarships, and any other measures ensuring programming will remain affordable to all OCS families and ensure equity in access and opportunity to include documentation outlining the policy for providing discounts to employees with children in the program if applicable.
- **Section XII** – Curriculum Details, to include an overview of the academic components of a Vendor's curriculum or programming, including alignment with state/national standards and learning objectives, enrichment activities, sample units, and links to supporting resources. If applicable, also to include an explanation of how the after-school program aligns with OCS's overall educational objectives, a description and examples of leadership lessons and critical thinking components incorporated into the program, details on hands-on activities, playtime, and recreational components of the program and information on strategies and activities promoting social-emotional learning.
- **Section XIII** – Inclusion of EC Students including details about how students with special needs can and will be included in programming, including documentation of an inclusive approach and support for students with exceptionalities and/or special needs.
- **Section XIV** – No Cost to District Confirmation, to include a statement of assurance that the outsourcing won't incur additional costs for the school district.
- **Section XV** – Program Availability Beyond School Day After School Care, to include an explanation of how the Vendor will or will not be able to support the district's child care needs beyond typical after school care via Before School Care, After School Care on Teacher Work Days, Summer Camp programming Early Release Day Care, Intersession Camp at the year round school, etc., to include a timeline for expected programming availability if not on Day 1, and any/all details on the program's availability and services during teacher work days, summer, and early release days.
- **Section XVI** – Claims and Litigation History, to include a summary of all contract and personal

injury claims filed, pending, or conducted against the vendor in any judicial or administrative forum within the past five (5) years, including, at a minimum, the date each such claim was filed, the forum in which the claim was filed, the names of the adverse parties, the file or docket number of the claim, the nature and substance of the claim, and the ultimate resolution of the claim.

3. **RFP Clarification.** Questions concerning this RFP should be directed to Dr. Christopher Gammon, Executive Director, Curriculum, by email only, at [chris.gammon@orange.k12.nc.us](mailto:chris.gammon@orange.k12.nc.us), by no later than February 5th at 5:00 pm with the subject line “Questions – RFP – OCS Afterschool Care Programming.” Any responses will be made in writing and communicated to all proposers who submit questions on or by February 5th or who email Dr. Gammon on or before that date to request copies of the questions and answers. Questions should be listed separately and should specifically reference the page number and section(s) of the RFP relevant to each question. No other information, instructions, or guidance from any OCS representative, whether orally or in writing, may be relied upon in responding to or interpreting this RFP.

Except for any official communications from Dr. Gammon as provided herein, no information provided by any OCS representative during the RFP process shall be binding. No modification or amendment to this RFP shall be valid unless it is set forth in writing via an official RFP addendum or amendment issued by OCS.

5. **Proposer Responsibility.** OCS expects Vendors to be thoroughly familiar with all specifications and requirements of this RFP. Vendor’s failure or omission to examine any relevant form, article, site, or document will not relieve Vendor from any obligation regarding this RFP. By submitting a Proposal, Vendor is presumed to concur with all terms, conditions, and specifications of this RFP. Any exception must be clearly defined and referenced to the proper paragraph in this RFP.
6. **Completeness.** Should any vendor discover that any information submitted to OCS in connection with this RFP is untrue, incomplete, or misleading, it shall immediately correct and explain the error and omission. OCS may, in its discretion, allow technical corrections to information presented by any vendor. Failure to correct inaccurate, incomplete, or misleading information shall be grounds to reject any proposal.
7. **False/Misleading Statements.** All information submitted by any vendor shall be true, complete, and non-misleading. Should any vendor discover that any information submitted to OCS in connection with this RFP is untrue, incomplete, or misleading, it shall immediately correct and explain the error and omission. While OCS reserves its discretion to accept technical corrections after the formal submission of proposals if it determines any errors or omissions were inadvertent, the willful or intentional provision of false or misleading information or the failure to correct any errors or omissions that should come to the vendor’s attention shall be grounds for immediate and automatic rejection of the vendor’s proposal. Proposals which contain false or misleading information may also be rejected even if the error or omission is unintentional.
8. **Proposal Signature.** Each Proposal must be signed by an individual with proper authority. The signature should indicate the title or position that the individual holds in the firm (if applicable).