

**Request for Qualifications re
Educational Services and Support Agreement**
(charter school management agreement)



**Section I
Selection Schedule and Submittal Information**

Publication Commencement:	To be published on December 04, 2020
Publication Fora:	The RFQ will be published in the following locations: <ul style="list-style-type: none"> a) Foundation Website b) The Orlando Sentinel c) CSUSA d) SDOC e) Academica f) Imagine D) NAEP
Submittal Deadline:	January 14, 2021 at 4 pm Foundation local time.
Submittal Address:	<i>Transmit via nationally recognized overnight delivery service to:</i> Education Foundation of Osceola County, Inc. Attn: Ms. Kerry Avery 2310 New Beginnings Road Suite 118 Kissimmee, Florida 34744
Package Opening:	January 15, 2021
Review of Submitted RFQ's:	Approximately January 15, 2021 to February 15, 2021.
Estimated Contract Award Date:	February 23, 2021
Approximate Contract Duration:	Approximately 5 years
Estimated Contract Commencement:	July 01, 2021

*See Section III, below regarding **Reservation of Rights and Non-Confidentiality.***

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Secton II
Introduction

- A. The Education Foundation of Osceola County, Inc. (“Foundation”) is seeking requests for qualifications for a school education and business provider (i.e. a management company) to operate the PM Wells Charter Academy beginning in 2021. PM Wells is a Florida “A” rated public charter school located in Osceola County, Florida serving kindergarten through eighth grade.
- B. The Foundation is a private, not-for-profit organization established in 1985 with the goal of supporting quality education in Osceola County via grants for innovative programs and scholarships. The Foundation is governed by a 40-member board of directors.
- C. As part of its mission, the Foundation later established under Florida law and in contract with the Osceola County (Florida) School Board the PM Wells Charter Academy. PM Wells is governed according to state statute by a board of trustees that operates according to the State of Florida’s Sunshine Act.
- D. In general terms, the Foundation seeks to contract with a well-respected, experienced, responsive and responsible private party to provide charter school education and management services to operate the school as an independent contractor. More specifically and based on its experience, the Foundation will require agreement to certain specific contract requirements in the letting of the contract. *See* Section V below.

Secton III
Reservations and Acceptance of Terms

- A. *Reservation of Rights not to Award and Process.* While the Foundation intends to award a contract to a party whose submission is deemed by the Foundation to be the most advantageous to the Foundation, the Foundation retains and reserves the right in its sole and absolute discretion, for any reasons or no reason, not to award a contract to any person or entity (“Submitters”) that submits a response. Further, the Foundation reserves the right to use any lawful process it chooses in determining the award (or no award) of a contract.
 - i. Included in the foregoing reservation of rights, among other things, is the Foundation’s right to waive any requirement, informality, technicality or the like if the Foundation deems it in its best interest so to do.
 - ii. Submitters who do provide a submission do so at their own cost and risk without relying on any statements or inducements by or on behalf of the Foundation.
 - iii. Submitters waive any claims to damages and costs/expenses arising from or related to this RFQ and/or their submittal.
- B. *No Contract.* No agreement exists on the part of the Foundation and/or a Submitter unless and until a formal, written contract is fully executed by and between the Foundation and

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the chosen Submitter. No email exchange, conversation or the like shall be considered binding on the Foundation or otherwise give rise to a contract on the part of the Foundation.

- C. *Acceptance and Understanding of Terms.* A Submitter's submittal of a response constitutes acceptance of all the terms of this RFQ. Should the terms of the RFQ later be amended, then continuing to participate shall be deemed acceptance of the amended terms. Failing acceptance, a submitter's package shall be deemed withdrawn. Submitter's submissions are construed to mean that the Submitter understands the requirements contained herein, and that the Submitter can supply the services offered for an agreed fee.
- D. *Headers.* Headers are provided herein for the convenience of the reader and have no substantive or interpretive meaning.

**Secton IV
Submitting a Proposal**

Submissions

- A. By submitting, Submitter accept all the terms and conditions of this RFQ.
- B. Submissions must be submitted on or prior to the date specified in Section I, above.
- C. Submissions must include the information set-out in Section VI, below.
- D. Only one submittal may be submitted; however, such submittal may include alternatives if applicable.
- E. Submissions are limited to a maximum of thirty pages, including any exhibits.
- F. All submissions are to be transmitted via nationally recognized overnight delivery service to:

Education Foundation of Osceola County, Inc.
Attn: Ms. Kerry Avery
Re: PM WELLS RFQ
2310 New Beginnings Road
Suite 118
Kissimmee, Florida 34744
(407) 870-4855

Included in the package must be:

- i. A cover letter;
- ii. One printed copy of the submittal; and,

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- iii. One USB memory stick (thumb drive) containing the submission in .pdf format (please virus scan and malware scan prior to submittal)(thumb drive will not returned).

Submissions transmitted via any other method (e.g. email, facsimile, telephone) will, at the Foundation's discretion, not be considered.

- G. Submissions may be transmitted prior to the deadline and, so long as properly marked, will not be opened until after the deadline unless otherwise required by law.

Questions

- H. Should a Submitter have a question Regarding this RFQ, please contact Amber White via email at amber.white@osceolaschools.net. Questions should be succinct and clear. Please do not call the Foundation with questions, rather, submit an email. The Foundation will endeavor to answer such questions promptly via return email. While the Foundation will respond in good faith to answer such questions correctly, the Foundation does not warrant the accuracy nor permit reliance on such responses. Likewise, the Foundation is not bound to answer any question.
- I. At its option, the Foundation may communicate by other methods with Submitters for the purposes of assuring full understanding of, and responsiveness to, the requirements hereof.
- J. The Foundation may choose generally to publish additional information (e.g. FAQ) in a manner it chooses in its sole discretion, should it determine in its sole discretion that information responsive to questions raised may be beneficial for all.

Non-Confidentiality

- K. Submitters agree that any information submitted in response to the RFQ is not-confidential and may be published and/or provided to members of the public or other submitters at the discretion of the Foundation. All submissions will become the property of the Foundation and not returned.
 - i. Should a Submitter desire information to be treated confidentially, then same shall be requested in writing *prior* to transmitting such information to the Foundation. Should the Foundation agree to hold such information confidential, then the terms and conditions of such confidentiality agreement shall be reduced to a writing signed by both parties. The Foundation discourages confidentiality requests.
 - ii. Requests for confidentiality shall be emailed to: amber.white@osceolaschools.net and the request shall provide the following information:
 - a. The requester's identity;
 - b. Contact information for requester;

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- c. The nature of and general description of the information requested to be held confidentially;
 - d. Any support or citation to law that the information should be held confidentially;
 - e. The proposed terms of such confidentiality, including length of confidential treatment; and,
 - f. Other relevant supporting information.
- iii. The Foundation reserves the right in its sole discretion not to accept information requested to be held confidentially. No confidential information should be submitted prior to written, signed agreement.

Intent to Contract

- L. If selected by the Foundation, the successful Submitter must be prepared to enter into a written contract consistent with the details of the submission and this RFQ, or as otherwise agreed between the Submitter and the Foundation.

**Secton V
Contract Considerations**

Submitters should understand and consider prior to submittal that in addition to usual and expected terms of a contract of this type, the Foundation will likely require the following specific contract points and concepts. While the Foundation is willing to consider reasonable alternative proposals and reasonably to negotiate these points and concepts, a Submitter is more likely to be selected with fewer deviations from these items. A place is provided for Submitters to discuss these considerations in the Submittal Requirements of Section VI, below. The required points and concepts are:

- A. The management fee is expected to be a base management fee coupled with incentives for achieving goals, to include:
 - i. By comparison to the Osceola County (Florida) School District:
 - a. Percentage of certified teachers (higher);
 - b. Percentage of teachers with advanced degrees (higher);
 - c. Percentage of specialty certifications (higher);
 - d. Utilization of substitute teachers (lower);
 - e. Percentage of teachers with field waivers (lower); and,
 - f. Average of teacher and administrator pay (higher).
 - ii. Florida State school grade (maintaining “A” rating) and associated improvements in student standardized testing;
 - iii. Scoring on parent surveys and percentage returned;

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- iv. Scoring on teacher surveys and percentage returned;
 - v. Successful financial audit, cashflow, fund balance, responsible spending and evaluation efficiencies.
- B. Development of a five-year comprehensive strategic plan, and execution on such plan.
 - C. Development of a yearly comprehensive plan consistent with the five-year plan, and execution on such plan.
 - D. Development of a yearly marketing plan and execution on such plan.
 - E. Prompt and accurate financial reporting.
 - F. Grant writing and funding success.
 - G. Prompt and accurate communications with the School Trustee Board and also the Foundation and its staff.
 - H. Preparation of a comprehensive five-year capital expenditures budget.
 - I. Preparation of a written yearly maintenance plan coupled with written, routine reporting requirements.
 - J. All vendors, contractors, suppliers and the like will be required to be arms-length from the Submitter.
 - K. Subordination of contract rights to those contract rights of bondholders and Osceola County School Board.
 - L. Maintain appropriate fund balances for operating greater than or equal to 5% and capital repairs greater than five percent respectively.
 - M. Comprehensive cyber security requirements (a written security plan appertaining to electronic and physical data) and associated crime/cyber insurance.

**Secton VI
Submittal Requirements**

The Foundation invites interested parties to provide their qualifications to provide charter school education and management services to operate the school as an independent contractor, beginning in approximately the fall of 2021. Each submitter should have expertise and experience in the day-to-day operation of a Florida charter school consistent with the following. All submissions must contain the following:

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- A. It is *mandatory* that each submission contain a cover letter on company letterhead, that is considered a material part of the submittal, providing:
- i. Date of cover letter;
 - ii. The legal name of the company;
 - iii. The complete company headquarters physical address;
 - iv. The complete company mailing address if different than the physical address;
 - v. The primary (e.g. switchboard) telephone number of the company;
 - vi. A statement of the company’s state of incorporation and good standing;
 - vii. The website address of the company;
 - viii. The name of the company’s representative who may speak in behalf of and bind the company;
 - ix. The business mailing address of the company’s representative;
 - x. The office phone number of the company’s representative;
 - xi. The cellular phone number of the company’s representative;
 - xii. The business email address of the company’s representative;
 - xiii. The wet/original signature of a company officer with authority to bind the company and appoint the representative to serve as the company’s agent;
 - xiv. The officer’s name typed;
 - xv. The date of the officer’s signature;
 - xvi. The officer’s business phone number; and,
 - xvii. Any other information submitter may wish to provide in the cover letter (brief, please).
- B. *Personnel Qualifications.* The biographies of all key personnel expected to provide services to the School, including their education, relevant work experience and experience with charter schools. A statement that each such person will be able to pass a background check consistent with providing the services required hereunder and consistent with Florida and federal law.
- C. *Experience and Methods of Operation.* Provide a narrative description of Submitter’s experience and qualifications in providing exemplary charter school management services to Florida charter schools. Include with such narrative^{1,2}:
- i. A description of award-winning, unique or creative approaches/programs/initiatives to education;

¹ For those areas where the submitter has no relevant experience or for services not offered, please indicate with an N/A as appropriate.

² While the requested information is not required to be presented in the order set-out in this document, the document is required to make it apparent to the reader where/how to find the requested information.

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- ii. A description of award-winning, unique or creative approaches to charter school management;
- iii. A description of how the Submitter approaches schools with a diverse student body composition and diverse student needs;
- iv. A description of Submitter's experience developing curricula supportive of student needs, best practices and consistent with statutory and regulatory requirements;
- v. A description of Submitter's experience with overseeing and supporting sports and other extra-curricular programs and activities;
- vi. A description of Submitter's experience with developing, overseeing and supporting enrichment programs and activities;
- vii. A description of what makes Submitter unique and a superior choice to contract with as compared to competitors;
- viii. A description of Submitter's approach to information flow between Submitter and contracting party, and Submitter and the Charter School Board of Trustees;
- ix. A description of Submitter's financial documentation, control and audit and reporting expertise and methodology;
 - a. Include a list or any specific financial certifications or licensing Submitter (or its employees) have earned; and,
 - b. To the extent not covered in the foregoing, experience with bookkeeping, accounts receivable, accounts payable, maintenance of books and operation records and the like.
- x. A description of Submitter's experience preparing budgets, financial forecasts, financial plans and in turn working with stakeholders to review, comment and gain approval for such budgets;
- xi. A description of Submitter's experience regarding assistance with solicitation of and monitoring of grants available to the school.
- xii. A description of Submitter's experience regarding assistance with and/or preparation of reports (or other actions) required by a school board and/or the State of Florida.
- xiii. A description of Submitter's expertise with and services offered regarding facilities maintenance and/or maintenance oversight;
- xiv. A description of Submitter's expertise with and services offered regarding facilities construction and/or oversight;
- xv. A list of all current client charter schools, and;
 - a. Florida school grade;
 - b. Duration of contractual relationship with each school;

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- c. Name and contact information³ of the Trustee Board President of each school;
 - d. Name and contact information of the principal of each school
 - e. Name and contact information of Submitter’s primary contact with the charter-holder with which Submitter contracted; and,
 - f. Performance review results and financial audit summary.
- xvi. A copy of any articles, investigative or other news/periodical reporting the subject matter of which is in whole or in part the Submitter⁴;
- xvii. A list of any litigation, arbitration or alternative dispute resolution between submitter⁵ on the one hand, and a charter-holder, student or student’s family member on the other hand; include:
- a. The style of the matter;
 - b. The case number of the matter;
 - c. Identification of the court/ruling body that decided the matter; and,
 - d. A brief description of the matter and its resolution to the extent publicly available.
 - e. Note that the existence of such a proceeding does not exclude a Submitter.
- xviii. A list of any formal or informal regulatory proceedings or governmental investigations involving the Submitter⁶; include:
- a. The style of the matter;
 - b. The name of the investigating agency and department if applicable;
 - c. The case number of the matter;
 - d. Identification of the court/governing body that decided the matter (if any); and,
 - e. A brief description of the matter and its resolution to the extent publicly available.
 - f. Note that the existence of such a proceeding/investigation does not exclude a Submitter.

³ The Foundation reserves the right to contact all persons identified by a Submitter; however, if a Submitter does not wish the Foundation to contact a given person, then clearly so indicate and please provide an explanation.

⁴ Include that pertaining to any parent company, subsidiary, affiliate, predecessor, successor, owners, officers and directors.

⁵ Include that pertaining to any parent company, subsidiary, affiliate, predecessor, successor, owners, officers and directors.

⁶ Include that pertaining to any parent company, subsidiary, affiliate, predecessor, successor, owners, officers and directors.

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- D. *Cybersecurity and Information Security.* Please provide a narrative description of the training, policies, procedures, software and hardware that the Submitter uses to assure the security and integrity of charter school information, data and records. Please provide:
- i. Any formal security certifications earned (e.g. SOC, ISO, etc.);
 - ii. A list of those written information security policies and procedures currently in place and whether Submitter maintains a written data breach response plan;
 - iii. A description of audit and penetration testing protocols and remediation;
 - iv. A description of patching policies and procedures; and,
 - v. A list and description of any cybersecurity incidents (e.g. improper access, loss of data, improper exposure of data, ransomware, theft/loss of documents, and the like) the Submitter has experienced in the last ten years. Include a description of the response to such incident, its overall resolution, subsequent remedial measures, whether such event required data subject notification, and whether any regulatory proceedings were initiated (or litigation consistent with the above required description).
 - vi. Note that the existence of such an incident does not exclude a Submitter, rather the Foundation is interested to know how Submitter handled such an incident and adjusted its operations in light of such incident.
- E. A discussion of any of the contract considerations (from Section V, above). With respect to some or all, you may include a discussion of your acceptance, rejection, clarification, and/or your proposed alternative thereto.
- F. A description of any other experience or services offered of which you think the Foundation should be aware.

[end of document]