

LA ACADEMIA PARTNERSHIP CHARTER SCHOOL
(Sixth through Twelfth Grade)

REQUEST FOR PROPOSAL FOR SCHOOL BUSINESS SERVICES

NOTICE IS HEREBY GIVEN that the La Academia Partnership Charter School (“LAPCS” or “the Charter School”) is requesting Vendor proposals under the following requirements, terms, and conditions.

LAPCS is a public charter school authorized, organized and operating consistent with the Pennsylvania Public School Code of 1949, as amended. The Charter School operates as a nonprofit entity incorporated in the Commonwealth of Pennsylvania, and is located at 30 North Ann Street, Lancaster, Pennsylvania 17602, serving Sixth through Twelfth Grade. This Proposal is for all of the services outlined in this RFP.

This document will provide an overview of the proposal information requested by LAPCS.

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I. PROPOSAL REQUEST INFORMATION

A. PROPOSAL DESTINATION

Mr. Tracy A. Jones
Chief Financial & Operating Officer
La Academia Partnership Charter School
30 North Ann Street
Lancaster, PA 17602
Email: tjones@lapcs.org

B. PROPOSAL KEY DATES & INFORMATION

Proposal shall be delivered by email to the above address any time prior to, but not later than, **2:00 pm on March 25, 2022**. One (1) hard copy and one (1) electronic copy are to be submitted by mail or hand delivered to the above address. Proposals received after this time may be returned to the Vendor. At its sole discretion, the Charter School may extend the deadline for the delivery of proposals.

LAPCS intends to review submissions consistent with the below schedule. However, LAPCS may change this anticipated timeframe in its sole discretion.

- **RFP Release Date: March 4, 2022**
- **Intent to Submit Proposal by Vendor: March 15, 2022**
- **Proposal Due Date: March 25, 2022 before 2:00 p.m. EST**
- **Presentations by Vendor Finalists: April 11, 2022**
- **Award Notification: April 28, 2022**

C. QUESTIONS ABOUT THIS RFP

All questions concerning this RFP should be directed to Tracy A. Jones *via* email to tjones@lapcs.org. All questions and answers will be disseminated to every Vendor via email, so long as the Vendor notifies the Charter School's representative that it wishes to receive such communications prior to submission of the RFP Response.

D. VALID OFFER

All proposals submitted must be held open and remain valid for a minimum period of 90-days after the due date for the proposals.

E. EVALUATION AND AWARD

This RFP in no manner obligates LAPCS to the eventual engagement of a Vendor for the service described, implied or which may be proposed, until confirmed by a written contract. Progress toward this end is solely at the discretion of LAPCS and may be terminated at any time prior to the signing of the contract. LAPCS may initiate discussions with Vendor personnel authorized to contractually obligate the Vendor. If LAPCS is unable to agree to contract terms, LAPCS reserves the right to terminate contract negotiations with a potential Vendor and initiate negotiations with another potential Vendor. LAPCS reserves the right to select services from any number of Vendors if in its sole discretion it is in the best interest of LAPCS to do so. Evaluation will consider the proposal(s) best meeting the needs and requirements of LAPCS and such evaluation and determination of best value shall be solely at the discretion of LAPCS.

II. PROPOSALS

The La Academia Partnership Charter School ("LAPCS" or "the Charter School") requests responses to this RFP for Business Support Services. The objective of this RFP is to accomplish a fair, open, and competitive procurement. The Chart School reserves the right to cancel the RFP or procurement, or accept or reject any and all proposals submitted in response to this request in accordance with applicable law.

III. OVERVIEW AND BACKGROUND

LAPCS has been serving the needs of public education for students in the city of Lancaster since 1998. LAPCS is located at 30 North Ann Street, Lancaster, PA 17602, and partners with the School District of Lancaster, the Spanish American Civic Association, Lancaster STEM Alliance and the Lancaster-Lebanon Intermediate Unit No. 13.

LAPCS desires to establish a professional services relationship with a single Vendor that will help manage the business operations of the School, including but not limited to, Human Resources, Accounting, Payroll, and Tax. The successful proposal will be based on comprehensive and clear management principles in compliance with all federal, state, and local laws. In addition, an expertise in the area of Charter/Re-charter Applications, Child Nutrition Reporting, and Child Accounting with the Pennsylvania Department of Education is required.

LAPCS currently manages its healthcare plan and other employee benefits. In addition, LAPCS has developed and maintained its own banking and insurance relationships. LAPCS shall maintain control over these matters. Accordingly, Vendors do not have to include services related to healthcare, employee benefits, and insurance coverage.

IV. GENERAL CONDITIONS

- A. **HOURS OF OPERATION.** Normal hours of operation are expected to be at a minimum 7:30 a.m. to 4:00 p.m., continuous Monday through Friday.
- B. **NONDISCRIMINATION.** The selected Vendor 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
- C. **BACKGROUND CERTIFICATIONS.** To the extent requested or required by LAPCS, any employees of Vender working on school grounds shall obtain all necessary background certifications. The cost to obtain these certifications shall be borne by the Vendor who is awarded the contract. Copies of the certifications shall be given to LAPCS at LAPCS's request.
- D. **COMPLIANCE WITH LAWS.** The proposal shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and

other local government agencies, which may in any manner affect the performance of the contract.

- E. **INCURRED COSTS.** LAPCS is not liable for any cost incurred by the Vendor prior to the signing of a contract by all parties.
- F. **CONTRACTOR NOT AN AGENT.** Unless otherwise stated in the final Professional Services Agreement, the Vendor shall not be held or deemed in any way to be an agent, employee, or official office of LAPCS, but rather an independent contractor furnishing professional services to LAPCS.
- G. **INDEMNIFICATION.** The Vendor shall indemnify, defend, and hold LAPCS, and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Vendor with any agreements, warranties or undertakings contained in or made pursuant to this Agreement.
- H. **NEGOTIATION OF PROFESSIONAL SERVICES AGREEMENT.** LAPCS reserves the right to reject any or all proposals or to award a Professional Services Agreement to the next most qualified Vendor if the successful Vendor does not execute a Professional Services Agreement within twenty (20) days after award of proposal. At its sole discretion, LAPCS may extend the date for award of the Services Agreement. LAPCS reserves the right to negotiate any or all terms upon award of proposal.
- I. **ETHICS IN PUBLIC CONTRACTING.** By submitting its Proposal, Vendor certifies that its Proposal is submitted without collusion or fraud, that it has not offered or received any kickback or inducement from any other Vendor, supplier, manufacturer, subcontractor, customer or other person in connection with its Proposal and that it has not conferred on any public employee or official having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, employment, service or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. **PROHIBITED CONTACT.** Registered and non-registered lobbying of LAPCS staff members or Board members with respect to this RFP is prohibited during the time between the date the RFP is advertised and the date a final contract is awarded. Any contact between LAPCS staff members or Board members and any representative of a Vendor relating to this RFP (whether by writing, telephone, e-mail or otherwise) outside of properly scheduled meetings, other than as intended and initiated by a LAPCS staff member or a Board member, shall be grounds for

disqualification of the Vendor from the RFP response process. By submitting a Proposal, the Vendor represents and warrants that it has not made, and will not make, any contact prohibited by this paragraph.

- K. **CONFLICT OF INTEREST.** Vendor certifies that no LAPCS Board member, staff member or any LAPCS employee has a financial or beneficial interest in the Vendor.

- L. **TERMINATION.** Failure by the successful Vendor to comply with the terms and conditions of this RFP or to deliver the Services identified in this RFP or the contract at the prices quoted shall void the contract award. In the case of the successful Vendor's failure to deliver the Services in accordance with the contract terms and conditions, LAPCS, after due oral or written notice, may procure such Services from other sources and hold the successful Vendor responsible for any resulting additional purchase and administrative costs.

- M. **AUDIT.** Unless otherwise specifically agreed, LAPCS shall be entitled to audit the books and records of the successful Vendor or any subcontractor thereof to the extent that such books and records relate to the performance of the successful Vendor's contract with LAPCS. Accordingly, the successful Vendor agrees, and any subcontractor thereof will agree, to retain all books, records and other documents relative to this RFP and the related contract for a period of three (3) years from the date of final payment under the contract for the Vendor and for a period of three (3) years from the date of final payment under the subcontract for the subcontractor, unless a shorter period is otherwise authorized in writing by LAPCS. By submitting a Proposal, the successful Vendor grants to LAPCS the right to perform, or have performed by its authorized agents and/or auditors, an audit of the books and records of the successful Vendor. Consequently, LAPCS will have full access to, and the right to examine, any of said materials following the giving of reasonable notice during said period. VENDORS ARE HEREBY NOTIFIED THAT ALL RECORDS OF ALL PERSONS CONTRACTING WITH LAPCS MAY BE SUBJECT TO THE PENNSYLVANIA RIGHT-TO-KNOW LAW.

- N. **TAXES.** The successful Vendor shall determine, be responsible for, and pay any applicable taxes related to the Professional Services Agreement. LAPCS is a tax-exempt organization and shall not be billed for, nor be expected to pay, any taxes applicable to the Services. A COPY OF DOCUMENTATION VERIFYING THE "TAX EXEMPT" STATUS OF LAPCS IS AVAILABLE AND WILL BE FURNISHED TO THE SUCCESSFUL VENDOR UPON REQUEST.

- O. **SUPPORT.** The successful Vendor agrees and affirms that, throughout the Agreement Term, it will utilize its best efforts to assist and support LAPCS in addressing any issues whatsoever that may arise from or relate to the Professional Services Agreement.
- P. **INSURANCE.** By submitting a Proposal in response to this RFP, the Vendor certifies that, if awarded a contract, it will have the insurance coverage required for performance of the Services, if any, at the time the work commences. Additionally, the Vendor certifies that it will maintain this insurance coverage throughout the entire term of the contract and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Pennsylvania. During the term of the contract, LAPCS reserves the right to require the successful Vendor to furnish certificates of any required insurance for the coverage required by LAPCS, if any is required.
- Q. **CONFIDENTIAL AND PROPRIETARY INFORMATION.** LAPCS is subject to the Pennsylvania Right-to-Know Law. Accordingly, no claim of confidentiality or proprietary information in all or any portion of any Proposal submitted in response to this RFP will be honored unless a specific exemption from the RTKL exists and such exemption is cited in the Proposal. Any claimed exemption must be specifically cited by page and paragraph number(s). An incorrectly claimed exemption does not disqualify the Vendor.
- R. **ASSIGNMENT OF CONTRACT.** Upon execution, the contract shall not be assigned or subcontracted by the successful Vendor, in whole or in part, without the prior written consent of LAPCS.
- S. **BINDING NATURE OF THIS RFP.** By submitting a Proposal, the Vendor agrees to be bound by all of the provisions of this RFP. The Vendor further agrees that, if it becomes the successful Vendor, the Vendor and its heirs and assigns will continue to be bound by the provisions of the RFP for the duration of the Agreement Term except to the extent any provision hereof is explicitly waived in the Agreement.
- T. **APPLICABLE LAWS AND COURTS.** This RFP and any related Proposal and resulting contract shall be governed in all respects by the laws of the Commonwealth of Pennsylvania. Jurisdiction over any matter arising in connection with this RFP or any related Proposal or resulting contract hereunder shall be held by the state and federal courts having jurisdiction in Lancaster County, Pennsylvania.

- U. **ADDITIONAL INFORMATION.** LAPCS reserves the right to request clarification of information submitted and to request additional information of one or more Vendors.
- V. **CAPTIONS.** Headings in all sections of this document are provided as a convenience only, and shall not affect the interpretation of this instrument, its attachments, and addenda.

V. SERVICE SPECIFICATIONS

LAPCS is requesting proposals for a single Vendor to provide comprehensive School Business Office Services.

The requested School Business Office Services to be provided are as follows:

1. Business Administration – Assist with the execution of day-to-day functions of the Business Office. These services shall include:
 - Consultation and services when requested as the LAPCS liaison with governmental offices and agencies;
 - Consultation regarding correct allocation of and accounting for state and Federal funds;
 - Work with LAPCS’ legal counsel as requested;
 - Assist on an as needed basis with the preparation of forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by LAPCS;
 - Consultation with respect to, and monitoring and oversight of, state and federal reporting systems, including Food and Nutrition Services and Child Accounting;
 - Assist LAPCS in identifying and applying for grants and other funding opportunities;
 - Assist with the administration of federal entitlement programs.

2. Budgeting and Financial Reporting
 - Assist in the preparation of a proposed annual budget, including projected revenues, expenses, and capital expenditures;
 - Submit to LAPCS from time to time any other proposed modifications to the annual budget as deemed to be necessary or desirable to be acted upon by School consistent with applicable law;

- Provide to LAPCS on a periodic basis, detailed statements of all revenues received, from whatever source, and detailed statements of all direct expenditures for services rendered;
- Assist in maintaining all financial reports required under applicable law and compile monthly financial statements as requested by the LAPCS;
- To the extent applicable, assist in the preparation of required non-profit filings, including form 990 tax returns.

3. Financial Management

- Coordinate and assist as required with accounts payable and accounts receivable;
- Perform necessary planning, forecasting, accounting, and reporting functions as appropriate;
- Assist and coordinate in any third-party audit(s). Work closely with the auditing firm in developing client prepared schedules, reconciliations and other schedules, as necessary, to complete the audit;
- Assist with maintaining the books and records of LAPCS in accordance with Generally Accepted Accounting Principles (“GAAP”), Governmental Accounting Standards Boards (“GASB”) and Pennsylvania accounting and reporting statutes. In addition, ensure compliance with all Federal and State reporting requirements;
- Assist with the processing of Vendor payments and reimbursements to staff to ensure compliance with school policy, proper documentation, and approvals.

4. Annual Reports to Authorizer.

- Assist LAPCS with the creation, design, and arrangement for publication and dissemination of annual reports.

5. Authorizer Policies and Charter Renewal

- Assist LAPCS in complying with all applicable Authorizer policies;
- Assist LAPCS with drafting its charter renewal application, including working with LAPCS to develop any necessary budgetary or business information.

6. Payroll Management

- Perform payroll processing services and payroll tax administration for LAPCS.

- The Vendor assumes full responsibility for both the timeliness and accuracy of all payroll, payroll tax deposits, and filings in accordance with local, state, and federal laws.
- The Vendor also must work directly with LAPCS to ensure the payroll process is catered to LAPCS's specific needs, should departures from the normal processes be necessary.

7. Tax

- Provide consultation and support on general issues of taxation;
- Assist in the resolution of any tax issues that may arise;

8. Human Resources

- Consultation and support for LAPCS' human resources functions;
- Assistance with maintaining required employee documentation within personnel files;
- Advice and consultation in drafting and maintaining up-to-date job descriptions;
- Consultation on employee exempt or non-exempt status;
- Advice and consultation on necessary and recommended employee trainings;
- Consultation on wage and hour issues;
- Advice on compliance with state and Federal employment laws;
- In consultation with LAPCS' attorney, provide information and support for employment disputes or litigation;
- Provide support and documentation to assist with unemployment compensation and workers' compensation claims, as necessary.

VI. VENDOR SUBMISSIONS

Vendors are to:

- Include a summary by narrative, brochure, chart, or other means showing the Vendor's qualifications and philosophy that give the Vendor the ability to satisfy all proposal requirements.
- Include a summary of how staff will be structured, trained, retrained, and professionally developed.

- Provide resumes summarizing the experience and qualifications of any proposed on-site managers and employees.
- Include an organizational chart showing the staffing and lines of authority of key personnel anticipated to be used in performing the contract.

VII. PREPARATION OF PROPOSALS

In order to ease comparability and enhance the review process, it is required that proposals be organized in the manner specified below with tabs. Failure to provide the required organized information will affect the evaluation of the proposal and may be grounds for disqualification. It is required that any attached schedule forms be completed and returned with your Proposal in the proper organized manner as specified below. If any form is not applicable, form should be returned stating non-applicable. An original manual signature is required.

Table of Contents: Include a table of contents for clear identification of the material by section and by page number.

Tab 1 Letter of Transmittal: Write a letter of Transmittal, introducing your firm's proposal that summarizes your understanding of the project and highlights your firm's unique qualifications.

Tab 2 Proposal: The proposal should address the provider's ability to meet the Service Specifications outlined in the RFP. The proposal should be concise and should address the specification requirements as outlined above.

Tab 3 Experience of Firm and Dedicated Staff: Provide a summary of your firm's experience in providing similar services. Make every attempt to match experiences to specific requirements listed in this RFP in order to illustrate specific experiences that qualify your firm to deliver these services. Also include in this section, your firm's capacity for delivering the services --specifically, necessary expertise.

Tab 4 References: List at least five (5) other clients for whom the Vendor has provided services similar to the Services (with preference given to clients comparable to LAPCS) and, for each such reference, the business name, the identification of a contact person, the title of the contact person, a telephone number and email address.

CERTIFICATION OF PROPOSAL

I (We) have read La Academia Partnership Charter School (“LAPCS”) Request for Proposal (“RFP”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements. I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by LAPCS.

I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any LAPCS employee or Board Member other than the listed contact people in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all schedules and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

Proposer’s Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered

ORGANIZATION

Entity Name _____

Principal Name/Title _____

Address _____

Phone _____

Fax _____

HISTORY/PROFILE OF PROPOSER OR PROPOSER'S FIRM.

DESCRIPTION OF ORGANIZATION (IF APPLICABLE). DESCRIBE IN DETAIL YOUR FIRM'S QUALIFICATIONS AND CAPABILITIES LISTED IN SCOPE OF SERVICES.

ATTACH RESUMES OR ANY ADDITIONAL INFORMATION ABOUT THE PROPOSER OR HIS OR HER COLLEAGUES THAT MAY BE CALLED UPON TO CONSULT WITH LAPCS.

*If additional space is needed, please attach to this document.

REFERENCES, EXPERIENCE AND EXPERTISE

Provide a list of organizations for whom you have provided School Business Services for in the last five (5) years. Provide a short summary of the services provided, and the dates of service. Please include a name and telephone number of a contact person who supervised your work where possible.

*If additional space is needed, please attach to this document.

COST

- A. I (We) the undersigned, hereby propose to furnish all supervision, labor, materials, tools, equipment, supplies, services, insurance, transportation, and other incidental requirements necessary to perform the work in accordance with the foregoing RFP. I (We) offer the following itemized price schedule that will be held firm for the duration of the contract period.

Please itemize any services or other expenses that are not included in the prices listed above.

*If additional space is needed, please attach to this document.

Schedule D (Continued)

COST

B. I (We) acknowledge receipt of the following RFP addenda and have included their provisions in our proposal: (only necessary if additional RFP addenda have been issued)

Addendum No. _____ Dated _____

C. I (We) agree to hold the RFP amount firm for ninety (90) calendar days after the receipt of the proposal by LAPCS. The contract period will be for three (3) years with the option for LAPCS to renew under the same terms and conditions for an additional one (1) year period.

D. I (We) have read and understand the RFP documents. Furthermore, I (We) are prepared to comply with all the requirements contained therein. Submitted by:

Proposer's Name

Authorized Signature

Name and Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

(1) The price(s) and amount(s) of this RFP response have been arrived at independently and without consultation, communication or agreement with any other Vendor.

2) Neither the price(s) nor the amount(s) of this RFP response, and neither the approximate price(s) nor approximate amount(s) of this RFP response, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and the price(s) and/or amount(s) will not be disclosed before RFP response opening.

(3) No attempt has been made or will be made to induce any other firm or person to refrain from submitting an RFP response on this contract, or submitting a RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(4) The RFP response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(5) _____, its
affiliates, (Name of my firm)

subsidiaries, shareholders, principals, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFP response on any public contract, except as follows:

Schedule E (Continued)

I further certify that _____ understands,
(Name of my firm)

acknowledges, and agrees that the above representations are material and important, and will be materially relied upon by LAPCS in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my firm understands and agrees, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from LAPCS of the true facts relating to the submission of RFP response s for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY OF _____, 2022

_____ My Commission Expires:
Notary Public

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

UNSIGNED RESPONSES WILL NOT BE CONSIDERED

VENDOR STATEMENT OF QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is “Yes”, Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract? _____ Yes _____ No

2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract? _____ Yes _____ No

3. Has an uncompleted contract been assigned by Vendor’s surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? _____ Yes _____ No

4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? _____ Yes _____ No

5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm’s financial position or future viability? _____ Yes _____ No

6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? _____ Yes _____ No

7. License Sanctions: List any regulatory or license agency sanctions. LAPCS may perform a background check on respondent with all state and regulatory agencies.

Authorized Representative’s Signature

Company Name