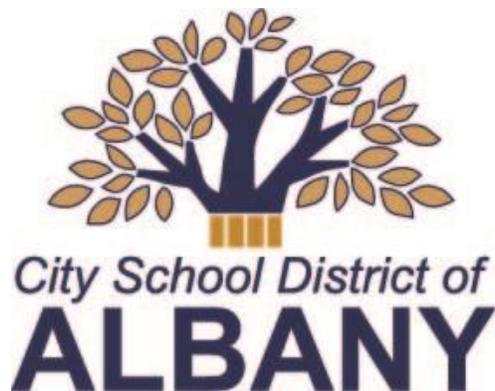


Request for Proposals

ARP-ESSER Extended Learning and Enrichment Programs

July 14, 2021



Attention: Purchasing Agent
Address: City School District of Albany
1 Academy Park
Albany, NY 12207
Phone: (518) 475-6050
Fax: (518) 475-6054

RESPONSES DUE BY: 2:00 PM on August 6, 2021.



GENERAL INFORMATION/CONDITIONS

Statement of Purpose:

The City School District of Albany (hereinafter, City School District of Albany may be referred to as “the District”) is soliciting proposals for the purpose of *providing K-12 evidence-based extended learning and enrichment programs for summer, afterschool, during school, Saturdays or school breaks as part of the American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief Plan (ESSER)*. Proposals must follow the outline set forth in this document. Please submit one original and two (2) copies of the completed qualifications and other requirements of the RFP, by hand delivery, regular mail, or courier to the address listed on the cover page. The District must receive the proposal by the date indicated in the timeline below.

General Information:

The City School District of Albany operates eleven elementary schools, three middle school buildings, one High School and our Albany International Center/Dual Language Program . The student population is approximately 9,000 with a total staff of approximately 1,400. In addition to neighborhood schools, the District includes several magnet schools and programs, as well as other innovative academic opportunities for students.

SCOPE OF SERVICES

The firm selected will provide:

The District is soliciting organizations interested in providing extended learning programs for students K-12 in one or more areas including, but not limited to enrichment, student mentoring, social and emotional learning, health and wellness, academic support, and the Arts. Services to be provided in one or more during the summer, afterschool, during school, Saturdays or school breaks . Anticipated dates for services to begin: October 2021. Proposals can be submitted for one or more areas.

See Attachment A/Specifications for further details and program proposal requirements.

**Minority and Women owned Business Enterprises certified in New York State are encouraged to submit proposals.*

**The District may also award additional work beyond this scope and project based upon responses to this Request for Proposals.*



****Please note the Fingerprinting Requirements that will need to be met prior to any selected award Board Approval. Information and Instructions will be provided at the time of award: Applicable Education Law and Commissioner of Education Regulations requires that employees of contracted services, including consultants, are required to have any and all employees or staff who will come into contact with students complete a required Criminal History Record Check as administered by the New York State Education Department. This applies to all consultants who will come into contact with students (under the age of 21) for at least five (5) school days in any given school year and whom are not volunteering their services. This requirement must be completed prior to the commencement of services and any costs associated with such requirement will be borne by the Consultant. The District's Human Resources Department will coordinate this process.***

TIMELINE

A. Mailing of Requests for Proposal:

Date: July 14, 2021

B. Deadline for submission of proposal to the Purchasing Agent (must receive by):

Date and time: August 6, 2021 2:00pm

C. Evaluation of proposals and selection of the responder(s) to be recommended:

Date: August 13, 2021

D. Approval by the Board of Education (tentative):

Date: October 7, 2021

E. Effective date of award (tentative):

Date: October 12, 2021

GENERAL REQUIREMENTS

Instructions to Responders:

The City School District of Albany prohibits employees (or entities in which the employee has a financial interest, or from which the employee receives compensation) from contracting with the District to provide goods or services as an independent contractor.

The submission of a proposal will indicate that the responder has (1) read the instructions, (2) will abide by the terms and conditions governing this Request for Proposal, and (3) understands the requirements for delivery of the services specified.



General Instructions:

1. Specifications contained in the Request for Proposal are for *provision of extended learning programs for students K-12 in one or more areas including, but not limited to enrichment, student mentoring, social and emotional learning, health and wellness, academic support, and the Arts. Services to be provided in one or more during the summer, afterschool, during school, Saturdays or school breaks .*
2. Minimum requirements are specified. The responder may choose to exceed those minimums.
3. Failure to provide sufficient and required information may result in the proposal being rejected by the District as non-responsive and not being considered.
4. Each proposal must be clearly marked on the outside of the envelope with the title “RFP: ***ARP-ESSER Extended Learning and Enrichment Programs*** – TO BE OPENED BY ADDRESSEE ONLY. Please ensure your organization’s name is included on the outside of the package. If you are using a commercial delivery company that requires the use of their shipping package or envelope, your proposal must be placed within a second sealed package labeled as detailed above. This will ensure you proposal is not prematurely opened.
5. Original proposal with two copies are to be mailed or delivered to: City School District of Albany, 1 Academy Park, Albany, NY 12207, Attn: Purchasing Agent; to arrive no later than the closing date and time specified in the timeline provided herein. Any received after that time will not be opened, and will be returned only upon request by, and at the expense of, the responder(s). The responder(s) will assume total responsibility for delivery of their proposal on time at the place specified, whether sent by mail or delivered in person.
6. Telephone, facsimile, or telegraphic proposals are not acceptable. Unless otherwise specified, submission by email is not permitted.
7. To assist any and all vendors in obtaining a clear understanding of the requirements of this proposal, vendors may present clarifying questions. Questions regarding this proposal must be submitted in writing via email to **Brittany Pierce, by July 26, 2021**. Responders must also provide in writing one working email address of where the District should direct its response to any questions. Responses to questions will be answered via email to **Brittany Pierce at bpierce@albany.k12.ny.us by July 30, 2021**. The District is not responsible for non-working email addresses. District responses will also be shared with other potential proposers if they are known to the District.



RFP TERMS AND CONDITIONS

1. The issuance of this RFP request constitutes only an invitation to submit a response to the District. If the school District chooses to award the RFP to a selected vendor, the vendor must complete a contract with the District. The form and content of the contract will be determined by the District.
2. This Proposal request does not commit the District either to award a contract or to pay any costs incurred in the preparation of a submission. Responders shall bear all costs associated with submission preparation, submission and attendance at presentation interviews, or any other activity associated with this Proposal request or otherwise.
3. All proposals and accompanying documentation become the property of the City School District of Albany. The District shall not divulge any information presented to anyone outside the District, unless required by law, without the written approval of the individual or firm. The District reserves the right to use the information and any ideas presented in any submission in response to this RFP request, whether or not the submission is accepted. Submitted proposals may be reviewed and evaluated by any person or outside consultant retained by the District, other than one associated with a competing applicant, as designated by the District. If a vendor believes that any information in its proposal constitutes a trade secret and wishes such information not be disclosed if requested by a member of the public pursuant to the State Freedom of Information Law, Article 6 of the Public Officers Law, the vendor shall submit with its proposal a letter specifically identifying the page number, line or other appropriate designation, that information which it deems to constitute a trade secret and explain in detail why such information is a trade secret. Failure by a vendor to submit such a letter with its proposal identifying trade secrets shall constitute a waiver by the applicant of any rights it may have under Section 89 (Subdivision 5) of the Public Officers Law relating to protection of trade secrets.
4. The District neither makes nor assumes any contractual obligation by issuing this RFP request, receiving and evaluating responses, or making preliminary responder selections. Providing a response as provided herein shall neither obligate nor entitle a responder to enter into a contract with the District.
5. The District reserves the right to determine in its sole and absolute discretion whether any aspect of the vendor's submission satisfactorily meets the criteria established in this RFP request, the right to seek clarification from any Responder(s), and the right to cancel and or amend, in part or entirely, the RFP request, at any time prior to a written contract.
6. It is understood that any submission received and evaluated by the City School District of Albany will be used as the basis for the cost and terms of a contract between the District and the particular responder. In submitting a response, it is understood by the responder that the District reserves the right to accept any submission, to reject any and all



submissions and to waive any irregularities or informalities that the District deems is in its best interest.

7. The District is not obligated to respond to any submission nor is it legally bound in any manner whatsoever by the submission of a response.
8. Each response shall be reviewed for completeness and for the technical and administrative requirements of the RFP request. This includes completion of Appendix Items A-F. The District has the option of requesting the responder to submit missing information or provide clarification of those issues deemed incomplete, or disqualifying the proposal. A proposal may be disqualified for lack of response to such a request.
9. RFP's submitted to the District must be valid for a period of at least 120 days from the deadline for receipt of proposal responses as defined in the time frame section of this document.
10. The selected vendor's proposal will become part of any resulting legal contract, should contracts be awarded. The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, cancelled, or extended as otherwise provided herein. The contract shall be for a period of 1 (one) year, upon mutual agreement with the contractor, the district shall have the option to extend the contract up to 4 (four) additional 1 (one) year periods.
11. Each proposal must include the appropriate corporate officer's approval signature.
12. It is a requirement that responders indicate specifically in the response any sub-contract, alliance, partner, franchise, or other "non-employee" relationship with any resource(s) they will utilize if they are chosen as the selected proposal. Note: The District reserves the right to approve and designate sub-contractors to be used in any of the services being proposed.
13. The City School District of Albany reserves the right to introduce additional factors not contained in this RFP request in order to obtain the most suitable solution. After submitting a proposal, each respondent must be prepared to have the operational aspects of their proposal reviewed in detail by District representatives.
14. Proposals shall be opened publicly at the District's Central Office location, or other duly designated location, on the "received by" date and time indicated on the cover page. The name of each responder shall be read publicly and recorded. Unless disclosure of final proposal pricing would constitute an impairment of negotiations, the proposed bid, cost, or sum of each proposer will be read publicly as well. The content of proposals shall not be subject to public inspection until after contract award. Subsequent to contract award, proposals may be reviewed unless they, in total or in part, contain information which is exempt from disclosure pursuant to the Freedom of Information Law (e.g. a trade secret).



15. At any time prior to the specified proposal due time and date, a responder (or designated representative) may withdraw their proposal.
16. The District reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the District. Notwithstanding any other provision of the RFP, the District expressly reserves the right to:
 - Waive any immaterial defect or informality; or
 - Reject any or all proposals, or portions thereof; or
 - Reissue an invitation for proposal.
17. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.

Responders Default – Failure of the Responders to comply with any of these provisions may be considered reason for rejection of the Proposal.

ATTACHMENT A – SPECIFICATIONS

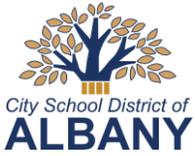
ATTACHMENT B – SIGNATURE PAGE

ATTACHMENT C – QUOTE SHEET

ATTACHMENT D – INSURANCE REQUIREMENTS

ATTACHMENT E – CREDENTIALS OF THE FIRM AND REFERENCES

ATTACHMENT F - REQUIRED CONTRACT PROVISION (REQUIRES SIGNATURE)



ATTACHMENT A – SPECIFICATIONS

The submitted proposals must state and/or include responses to the following specifications:

[INSERT – HOUSING OF PROGRAM SERVICES (if applicable); provide distinction as to whether the program will be housed at a District site, or at a site operated by the vendor]

[INSERT DETAILS OF SERVICE DISTRICT IS SEEKING e.g. qualifications, services, references]

PROGRAM NARRATIVE

Providers Organization Name: _____

Address: _____

Phone: Fax: _____ E-mail: _____

Organization Executive Director: _____

Program Contact Person/Title: _____

Phone: E-mail: _____

Person/Title Completing Application: _____

Please indicate below the type(s) of programs proposed

Academic Support/Enrichment

STEM Program

Art, Music, Dance, Theater

Mentoring

Health and Nutrition

Youth Development

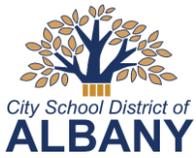
Entrepreneurial Education



- Counseling
- Social Emotional Learning
- Physical Fitness and Wellness
- Service Learning
- Technology, Video, Coding
- Other: _____

Please complete the following questions. There is no page limit.

1. Provide a description of your experience with implementing youth development activities including all activities proposed.
2. Describe your proposed program, including: grade levels served; when it will occur (morning, afternoon, Saturdays, school breaks); number of students/families served; purpose and outcomes of the proposed program; measurable results of proposed program.
3. Provide evidence of your demonstrated experience and success in designing and implementing extended learning programs (i.e. before school, after school, summer, weekends). Be specific regarding your organization's experience with working with children and youth.
4. Describe your proposed program to deliver extended learning programs directly to students, at no cost to students or families, as outlined in the RFP. Include any supporting data and research, as well as your intended outcomes and objectives.
5. Describe both your experience (if any) and proposed ability to maintain on-going communication with the District.
6. If sub-consultants will be used, explain the specific need for their expertise, including a sub-consultant qualification statement and describe the arrangements.
7. Describe experience and proposed ability to distribute reimbursable snacks to students (provided by the District) and serve CACFP reimbursable meals (dinner) to students.
8. Please also include the following:
 - Organizational chart with key positions delivering services (including any sub-consultants, if applicable).
 - Staffing table listing the key positions involved, their assigned tasks, and level of effort (hours worked per week).



- Resumes for staff serving in key positions. Discuss key staff experience, qualifications, responsibilities, roles and functions. If key staff have not yet been hired, include a general job description for the position.
- References or a list of previous K-12 educational clients with whom your organization has worked in this capacity, with current contact information.



ATTACHMENT B – SIGNATURE PAGE

City School District of Albany
Request for Proposal – *ARP-ESSER Extended Learning and Enrichment Programs*

I have reviewed and agree to the terms, conditions and other stipulations of this RFP dated **July 14, 2021** and further certify the accuracy of the information submitted as the proposal:

Authorized signature: _____

Individual's name (print): _____

Title (affix seal if a corporation): _____

Business name: _____

Mailing address: _____

Business license number: _____

Date: ____ / ____ / ____

Phone: _____

Fax: _____

e-mail: _____

Proposals must be signed to be valid.



ATTACHMENT C – QUOTE SHEET

MODIFY PRICING REQUESTS ACCORDINGLY TO FIT THE NEEDS OF THE RFP

Fees and Charges:

Item #1 Daily Rate:

Consultant Name #1: _____ Daily Rate: \$ _____ Anticipated No. of Days: _____

Consultant Name #2: _____ Daily Rate: \$ _____ Anticipated No. of Days: _____

A minimum of 8 hours is required per day or the daily rate will be pro-rated based upon an eight hour day. There will be no compensation for travel time.

It is required that the resume of each consultant working on the project be provided with the proposal. The resume needs to indicate education levels including degree majors and relevant experience.

The total estimated consultant fees based upon the time estimates provided above are \$ _____

Item #2 Travel Expenses:

All travel costs must follow the U.S. General Services Administration Allocations with respect to meals, incidentals and hotel rates, as well as mileage and other transportation expenses where applicable. The per diem and allowed rates are provided from the U.S. General Services Administration website: <http://gsa.gov/portal/category> . No alcohol beverages are allowed. The District will reimburse travel expenses based upon itemized receipts submitted, but expenses will be capped based upon the U.S. General Services Administration guidelines.

The total estimated travel expenses based upon the time estimates provide above are \$ _____

Item #3 Other Expenses:

The District is not responsible for any expenses except for the items covered above and within the guidelines.

COST SUMMARY:

Item #1: The total maximum cost allowance for consulting time on this project (the District will not be charged or responsible for any charges for consulting time beyond this maximum dollar threshold) **of \$ _____**

Item #2: The total maximum cost allowance for travel expenses on this project (the District will not be charged or responsible for any travel expenses beyond this maximum dollar threshold) **of \$ _____**

Total of maximum Cost Summary of Items #1 and #2 above is \$ _____. This is the cost figure that your proposal will be based upon. Your total compensation, including reimbursements, for the scope of services to be delivered under this contract will not exceed this dollar amount.

Quote submitted by:

(Signature)



Company Represented:

(Company Name)

Company Representative:

(Printed Name of Representative)



ATTACHMENT D – INSURANCE REQUIREMENTS

The Consultant agrees to procure and maintain, at no additional expense to the District, insurance coverage as outlined below. The Certificate of Insurance to be included in the submission must state “the City School District of Albany, its officers, employees, and assigns are additional insured. Coverage is on a primary and non-contributory basis”, and may not include limiting language. The liability insurance(s) shall further provide that it may not be changed or canceled without thirty (30) days prior written notice to the District.

A. Worker’s Compensation – Requires proof of coverage

1. State: New York
2. Applicable Federal
3. Employer’s Liability: \$1,000,000

B. Comprehensive General Liability (including Premises-Operation, Contractor’s Projection, Products and Complete Operation, Broad Form Property Damage) – Requires COI with endorsement:

1. Bodily Injury:
\$1,000,000 – Each Occurrence
\$2,000,000 – Annual Aggregate, Products and Completed Operations
2. Property Damage:
\$1,000,000 – Each Occurrence
\$2,000,000 – Annual Aggregate
3. Personal Injury: \$2,000,000 – Annual Aggregate

C. Comprehensive Automobile Liability - Requires COI with endorsement:

1. Bodily Injury:
\$1,000,000 – Each Person
\$1,000,000 – Each Accident
2. Property Damage: \$1,000,000 – Each Occurrence

D. Professional Liability - Requires COI with endorsement:

1. \$2,000,000 Each Claim
2. \$4,000,000 Annual Aggregate

NOTE: The district may request additional insurance coverage based on the nature of the services to be provided which may include Cyber Liability, etc.



ATTACHMENT E – CREDENTIALS OF THE FIRM AND REFERENCES

- a) Please provide or attach any documents or information that would indicate your firm's experience with similar projects.
- b) Please provide five relevant references with contact information and indicate the type of project you did for them.



ATTACHMENT F- REQUIRED CONTRACT PROVISIONS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are



unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

Company Represented:

(Company Name)

Company Representative:

(Printed Name of Representative)

(Signature)