

# Middleburgh

CENTRAL SCHOOL DISTRICT



## **Request for Proposals** Elementary Enrichment Program 2024-2025 School Year

**February 1, 2024**

**Attention:** School Business Manager  
**Address:** Middleburgh CSD  
291 Main Street, PO Box 606  
Middleburgh, NY 12122

**Phone:** (518) 827-3623  
**Fax:** (518) 827-6632

**RESPONSES DUE BY: 2:00 PM on March 1, 2024**

## GENERAL INFORMATION/CONDITIONS

### **Statement of Purpose:**

The Middleburgh Central School District (hereinafter, Middleburgh Central School District may be referred to as “the District”) is soliciting proposals for the purpose of *providing an evidence-based extended learning and enrichment program for afterschool and during school breaks for our Elementary program (K-6)*. 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 Middleburgh Central School District operates one (1) elementary school. The student population is approximately 350.

## SCOPE OF SERVICES

The firm selected will provide:

*The District is soliciting organizations interested in providing extended learning programs for students K-6 in enrichment, student mentoring, social and emotional learning, health and wellness, academic support, and the Arts. Services to be provided afterschool and during school breaks. Anticipated dates for services to begin: September 5, 2024.*

*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 Central Office will coordinate this process.***

## **TIMELINE**

A. Mailing of Requests for Proposal:

***Date: February 1, 2024***

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

***Date and time: March 1, 2024 by 2:00pm***

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

***Date: March 8, 2024***

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

***Date: March 13, 2024***

E. Effective date of award (tentative):

***Date: September 5, 2024***

## **GENERAL REQUIREMENTS**

### **Instructions to Responders:**

The Middleburgh Central School District 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-6 in enrichment, student mentoring, social and emotional learning, health and wellness, academic support, and the Arts. Services are to be provided afterschool and during 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: *Elementary Enrichment Program* – 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 your proposal is not prematurely opened.
5. Original proposal with two (2) copies are to be mailed or delivered to: Middleburgh Central School District, 291 Main Street, PO Box 606, Middleburgh, NY 12122 ATTN: Business Manager; 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 **Mark Place, by February 16, 2024.** 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 by **Mark Place at [mark.place@mcsdny.org](mailto:mark.place@mcsdny.org)** by no later than **February 26, 2024.** 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 as well as a Data Privacy Agreement. 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 Middleburgh Central School District. 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 Middleburgh Central School District 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-E. 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 Middleburgh Central School District 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 – IRAN DIVESTMENT ACT CERTIFICATION

ATTACHMENT F – CREDENTIALS OF THE FIRM AND REFERENCES

## ATTACHMENT A – SPECIFICATIONS

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

### 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

Counseling

STEM Program

Social Emotional Learning

Art, Music, Dance, Theater

Physical Fitness and Wellness

Mentoring

Service Learning

Health and Nutrition

Technology, Video, Coding

Entrepreneurial Education

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; 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) 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**

Middleburgh Central School District  
Request for Proposal – *Elementary Enrichment Program*

I have reviewed and agree to the terms, conditions and other stipulations of this RFP dated **February 1, 2024** 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/Tax ID: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Phone: \_\_\_\_\_ Fax: \_

e-mail: \_\_\_\_\_

Proposals must be signed to be valid.

## ATTACHMENT C – QUOTE SHEET

### COST SUMMARY:

Submit a fee proposal to provide an *Elementary Enrichment Program* as outlined in the above scope of services, for the project period of September 5, 2024, to June 30, 2025. Please include budget details in the narrative section of the Quotation Sheet.

Quote submitted by:

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(Signature)

Company Represented:

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(Company Name)

Company Representative:

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(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 Middleburgh Central School District, 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 – IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to New York State Finance Law §165–a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

- a. Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,
- b. Certification that the Bidder’s investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person’s investment activities in Iran were made before April 12, 2012; the person’s investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Printed Name and Position

## **ATTACHMENT F – 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.