

**CITY OF NEW YORK**

**New York County District Attorney's Office**

**REQUEST FOR PROPOSAL**

**DANY SATURDAY NIGHT  
LIGHTS PROGRAM**

**\*WEST HARLEM**

**\*EAST HARLEM**

**\*NORTH HARLEM**

**\*LOWER EAST SIDE**

**\*WASHINGTON HEIGHTS**

**PUBLISHED ON CITY RECORD 7/16/13**

**PIN NUMBER: #DANYSNL**

**IMPORTANT NOTE – ATTACHED TO THIS RFP IS “APPENDIX A - SUPPLY & SERVICE CONTRACT” FOR YOU TO REVIEW. THIS APPENDIX A WILL BE SUBSTANTIALLY THE SAME CONTRACT THAT THE SELECTED VENDOR AND THE NEW YORK COUNTY DISTRICT ATTORNEY’S OFFICE WILL SIGN.**

## **1.0 DESCRIPTION**

Saturday Night Lights (SNL) uses sports as a hook to get kids off the streets and then helps them improve their academics so they can graduate from middle and high school. Originally created as a way to reduce youth violence (weekend nights are when the risks for juvenile crime and juvenile crime victimization are at their highest) the program has served over 1800 kids since its inception in October 2011.

The program, spearheaded by the office of Manhattan District Attorney Cyrus R. Vance (DANY), runs through a partnership with the New York Police Department, professional sports trainers, and other local government and social services agencies.

At present there are five Saturday Night Lights program sites (the Harlem PAL in West Harlem, the Boys & Girls Republic/Henry Street Settlement on the Lower East Side, the Johnson Houses Community Center in East Harlem, the Polo Grounds Community Center in North Harlem and the George Washington High School in Washington Heights) serving kids ages 11-18, living at or below poverty level, who are in need of a safe, supervised, and healthy outlet.

DANY is seeking a non-profit 501c3 agency to provide highly skilled sports trainers to work with the youth in the SNL program by providing professional sports skills training on weekend nights at the below listed gyms.

1. PAL Harlem Center – 441 Manhattan Ave, NYC, NY
2. Johnson Houses Community Center - 1829-1839 Lexington Ave, NYC, NY
3. Polo Grounds Community Center – 3005 8<sup>th</sup> Ave, NYC, NY
4. Boys and Girls Republic – 888 East 6<sup>th</sup> Street, NYC, NY
5. George Washington High School – Washington Heights

This Contract will be awarded to the lowest responsive and responsible Proposer and will be performed under the supervision of the New York County District Attorney's Office.

**THE NEW YORK COUNTY DISTRICT ATTORNEY'S OFFICE RETAINS AUTHORITY TO MAKE ALL PURCHASING DECISIONS.**

**ALL WORK IS SUBJECT TO PREVAILING WAGE RATES.**

## **2.0 PROPOSERS' CONFERENCE, QUESTIONS, AND RFP PROPOSAL**

A mandatory Proposers' Conference will be held on 8/14/13 at 1:30 pm at 1 Hogan Place, New York, N. Y. 10013, Room 760. Please RSVP via email by 8/9/13 5:00 pm to: [kayeb@dany.nyc.gov](mailto:kayeb@dany.nyc.gov). Proposers will not be permitted to attend this mandatory conference if they arrive more than fifteen (15) minutes after it has commenced. Be certain to bring photo ID to enter the building. Ask for Barbara Kaye, 212-335-9816, Room 760 of 1 Hogan Place, NYC, NY 10013.

All questions regarding this RFP must be in writing and emailed to [kayeb@dany.nyc.gov](mailto:kayeb@dany.nyc.gov). The deadline for questions to be emailed is 8/19/13 by 5:00 pm. All questions will be answered to everyone.

All RFP Responses must be emailed and sent via regular mail to arrive by 9/6/13 by 5:00 pm. DANY requires 5 copies to be physically mailed to Barbara Kaye, District Attorney's Office of NY, 1 Hogan Place, NYC, NY 10013, Room 760C (212-335-9816). NOTE CLEARLY ON ALL PROPOSALS THE PIN #DANYSNL. The RFP Response must be in one email and the RFP Pricing must be in another email.

RFPs RECEIVED AT THIS LOCATION AFTER THE DUE DATE WILL BE DEEMED LATE AND NOT ACCEPTED BY THE AGENCY, EXCEPT AS PROVIDED UNDER THE NYC PROCUREMENT POLICY BOARD RULES. THE AGENCY WILL CONSIDER REQUESTS MADE TO THE AUTHORIZED AGENCY CONTACT PERSON TO EXTEND THE DUE DATE PRESCRIBED ABOVE. HOWEVER, UNLESS THE AGENCY ISSUES A WRITTEN ADDENDUM TO THIS RFP WHICH EXTENDS THE DUE DATE FOR ALL PROPOSERS, THE DUE DATE PRESCRIBED ABOVE SHALL REMAIN IN EFFECT.

PROPOSERS MAY BE CALLED BACK INDIVIDUALLY TO MAKE A PRESENTATION.

**ANTICIPATED CONTRACT START DATE: TBD**  
**ANTICIPATED CONTRACT LENGTH: 3 YEARS WITH TWO (1 YEAR) OPTIONS**

## **3.0 PROPOSER'S QUALIFICATIONS**

In addition to requirements stated elsewhere, the Proposer shall demonstrate its' ability to provide the services required herein by providing with its' RFP response.

**IMPORTANT QUALIFICATIONS WILL BE:**

**TO PROVIDE QUALITY PROFESSIONAL SPORTS TRAINING, THE ABILITY TO WORK WELL WITH AT-RISK YOUTH, THE ABILITY TO WORK WELL WITH THE ASSIGNED DANY PERSONNEL TO ENSURE A QUALITY PROGRAM, AND TO ASSIST IN REFERRING THE CHILDREN TO OUR ACADEMIC PROGRAM AND OTHER SERVICES.**

**Experience** The Proposer must furnish evidence that it has satisfactory experience providing *Service*, as defined in Section 1.0, for providing highly skilled sports trainers to work with youth by providing professional sports skills training on weekend nights for at least three (3) customers for the current and preceding two (2) years (preferably local Companies).

The Proposer shall demonstrate such experience by providing, a list of such current customer references, with customer firm name, location address, customer contact name and telephone number, and contract period.

NO CONTRACT AWARD SHALL BE MADE TO ANY PROPOSER WHO FAILS TO DEMONSTRATE COMPLIANCE WITH THE ABOVE PROPOSER QUALIFICATIONS

#### 4.0 **DEFINITIONS**

4.1 "**DANY**" means the New York County District Attorney's Office, its employees, servants and contractors. Unless otherwise specified, responsibilities of the DANY under this Contract will be exercised by the Office (as herein defined).

4.2 "**Comptroller**" means the Comptroller of the City of New York.

4.3 "**Contractor**" means the successful Proposer, its employees, servants, subcontractors and all others acting as its behest or in the performance of this Service Contract.

4.4 "**Holiday**" means any holiday observed by the DANY on the date on which such holiday is observed by the DANY. Such Holidays are subject to change by the DANY and are presently: New Year's Day, Martin Luther King Jr's. Birthday, Lincoln's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

4.5 "**Reasonable**" means acting in a manner which is not arbitrary, capricious or illegal.

4.6 "**Regular Business Hours**" or "**Business Day**" means 8:00 a.m. through 6:00 p.m., Monday through Friday, excluding Holidays. "**Business Hour**" means any hour within Regular Business Hours.

4.7 "**After Business Hours**" means between 6:00 pm and 8:00 am, Monday Thru Friday and Weekends and Holidays.

4.8 "**Full Service**" means the responsibilities the Contractor agrees to assume and perform pursuant to the terms of this Service Contract. This means the Contractor's pricing includes all labor, materials, supplies, equipment, travel, parking fees, licenses, permits, and insurance.

4.9 "**Service Contract**", "**Agreement**" or "**Contract**" means this entire document when completed, signed, notarized, agreed upon by both parties and registered by the Comptroller's Office.

4.10 "**Site**" means any DANY-owned or DANY-occupied location in accordance with the terms of the Contract.

4.11 "**Authorized User Representative**" means the Authorized Representative of an Agency which is identified in the contract or his/her designee.

4.12 “*Appendix A*” means the Standard Terms and Conditions that apply to this contract. Appendix A will accompany this RFP for review by all prospective Contractors.

## **5.0 SERVICE SITE AND SERVICE TERM**

5.1 Service Site The Services to be provided under this contract shall be performed by the Contractor at the following Gyms:

1. PAL Harlem Center – 441 Manhattan Ave, NYC, NY
2. Johnson Houses Community Center - 1829-1839 Lexington Ave, NYC, NY
3. Polo Grounds Community Center – 3005 8<sup>th</sup> Ave, NYC, NY
4. Boys and Girls Republic – 888 East 6<sup>th</sup> Street, NYC, NY
5. George Washington High School – Washington Heights

DANY may, at its’ option and reasonable discretion, add or delete Sites to this contract. Service for additional Sites will be performed subject to the terms and conditions set forth in this contract. All sites will be in the borough of Manhattan. DANY shall use its’ best efforts to provide the Contractor as much notice as possible in case of a gym change. DANY expects to run the Program 52 week-ends per year, and DANY may/may not suspend the Program during Holidays (Thanksgiving, Christmas, Spring Break, etc) with a minimum of 48 hours notice to the Contractor. If DANY cancels on any given night and gives 48 hours notice to the Contractor, DANY is not responsible for paying for the cancelled event.

Contractor will be providing service for 1 to 5 locations. Proposals should state how many sites the contractor is capable of providing service for during the contract period.

5.2 Pre-Existing Conditions The Contractor will be expected to examine carefully the Sites and to inform itself thoroughly regarding any and all conditions that may, in any manner, affect the work to be performed under this contract. Ignorance of any pre-existing condition which affects the Contractor's work will in no case entitle the Contractor to any additional compensation or relieve Contractor of any duty, obligation or liability set forth herein.

5.3 Site Access DANY agrees to grant to the Contractor or Contractor's representative(s) access to the Sites for the purpose of performing Service under this Contract. Such access is subject to the operating and security procedures for each Site.

5.4 Anticipated Service Term The Service Term of this Contract shall begin on the date specified in the Award Letter, with the anticipated term of thirty-six (36) months with two (1 year) options.

## **6.0 RFP SCOPE – DANY SATURDAY NIGHT LIGHTS PROGRAM**

As specified in this Section 6, the Contractor shall be a non-profit 501c3 agency and will provide DANY with highly skilled sports trainers to work with the youth in the SNL program by providing professional sports skills training on weekend nights.

### **Program Outline/Trainer Expectations**

We want to see pricing based on the 2 options listed below:

#### **Option 1:**

- Every Friday or Saturday Night either 4-8 pm or 5-9 PM
- 2 two-hour sessions
- 5-7 PM for 11-15 year olds (20-35 kids, depending on sport)
- 7-9 PM for 16-18 year olds (20-35 kids, depending on sport)
- At least two trainers on the court at all times
- Arrive 15 minutes early to set up
- Secure equipment upon departure

#### **Option 2**

Every Friday and Saturday night, 5-9 PM

- 4 two-hour sessions (2 per night)
- 5-7 PM for 11-15 year olds (20-35 kids, depending on sport)
- 7-9 PM for 16-18 year olds (20-35 kids, depending on sport)
- At least two trainers on the court at all times
- Arrive 15 minutes early to set up
- Secure equipment upon departure

### **Beyond the Weekend Training Sessions/Trainer Expectations**

- Weekly or monthly team meetings
- Regular Phone and Email Communication to stay on top of program updates and/or scheduling issues
- Possible weeknight league work
- Possibility of helping to run tournaments
- Willingness to work with law enforcement and other government agencies
- Trainings and workshops on program related issues
- Contribution toward enhancement, sustainment, and expansion of the program
- Willingness to change Manhattan locations as needed (with agreed upon notice given)

### **Additional Information Needed/Agency Expectations**

- Outline of 2 hour skill training program

- Description of philosophy of agency and approach with kids
- List of equipment needs and equipment costs
- Description of any other additional anticipated costs
- Description of trainers' qualifications

## **7.0 STANDARDS OF PERFORMANCE**

7.1 Personnel - The Contractor shall employ only trained, qualified, certified, licensed personnel to perform the Services to be provided pursuant to this contract. No uncertified personnel will be permitted to work under this contract. If, in the sole and absolute judgement of the DANY, any worker does not meet these standards and/or for any other reason the DANY advises the Contractor that the worker be replaced, that worker shall be replaced immediately and shall not thereafter be assigned to perform any work required in the performance of this contract. The Contractor and their Personnel shall maintain the highest standards of conduct, professionalism, and integrity.

Appearance – All technicians shall wear a visible Company Photo ID badge, and present a neat and professional appearance at all times while servicing the facilities.

Replacements – The Contractor shall be responsible for the detailed orientation of replacement personnel who are not familiar with the facilities to be serviced. Such replacement personnel shall be familiar with both facilities and the on-gong host responsibility.

7.2 Standards of Work - The selected Contractor must possess the required license/permit/certification to provide / host our Emergency Notification System. The Contractor shall agree to the District Attorney's Office established security procedures and guidelines. The Contractor and their Technicians shall hold the safety and health of the Children and the District Attorney's Office Associates as their first and foremost priority. The Contractor must be currently self-insured and submit an up to date Certificate of Insurance. The Contractor must be prepared for background checks (Principals and Board of Directors) and perform background checks on their trainers/personnel.

## **8.0 NOTIFICATION PROCEDURES**

8.1 Cancellation for Convenience – The District Attorney's Office of NY retains the right to cancel this contract without reason, provided that the Contractor is given Thirty (30) Days' notice of its' intent to cancel.

## **9.0 PRICING**

Contractor's pricing for Services shall be itemized, listing all of the services they can provide and the corresponding price.

## **10.0 BILLING**

10.1 Invoices The Contractor shall bill on a monthly basis. And shall have attached the supporting documentation required for payment specified hereunder.

10.2 Additional Sites If a site is added to this contract, all applicable charges for Services performed at such additional site(s) shall be the same as for all existing sites covered by this contract.

10.3 Audit and Post-Audit All invoices presented for payment and the books, records and accounts upon which those invoices are based shall be subject to audit by the DANY and post-audit by the Comptroller.

## **11.0 Failure to Comply**

Should the Contractor fail to maintain its service at a level equal to the Standard of Performance requirement, DANY reserves the right to terminate the contract without any penalty whatsoever upon thirty (30) day written notice to said Contractor.

## **FORMAT AND CONTENT OF THE PROPOSAL – RFP (DANY SATURDAY NIGHT LIGHTS PROGRAM)**

### **Instructions**

Proposers must follow these guidelines when submitting their proposals:

- Include all sections described in “Proposal Contents” (listed below)
- Conform to the page limitations set forth for each section in “Proposal Contents”
- Proposal must be typed, double-spaced on 8 ½” X 11” paper
- Each page must be paginated
- Proposal must be packaged as described in “Proposal Package Checklist,” below.

### **Proposal Package Checklist: Content**

- Proposal Cover Letter
- Table of Contents
- Proposed Approach and Project Schedule
- Staff and Experience
- Firms Qualifications and experience
- Cost - Price Proposal – Yearly cost x 3 years = Grand total

### **Proposal Cover Letter** (1 page total)

The proposal cover letter should be completed, signed, and dated by an authorized representative of the proposer.

### **Table of Contents** – (1 page total)

A table of contents outlining the material contained in the proposal shall be included.

### **Technical Proposal**

#### **a. Firms Organization Structure and Capability** – (5 pages maximum)

Your firm should describe and outline your organization structure and describe why this structure qualifies your firm to be responsive to the requirements of this proposal.

- Attach an explanation of how, the proposed services will fit into the proposer’s organization.
- Provide documentation of the firm’s past work as they support the services requested. These may take the form of a printed brochure, photographs, slides, drawings, or similar images. Please mark whether you would like these items returned.

**Staffing and Experience – (5 pages maximum - not including resumes)**

Each Proposer shall describe your firms’ qualifications and experience providing the services required to successfully meet the objective of this proposal. Documentation to support experience is desired.

**i. Resumes**

Your firm shall include the resume for key staff members assigned to this project. This includes staff responsible for project management, or other key positions. Resumes shall include education, experience, license, and/or certifications of each individual.

**ii. References – (1 page)**

Each firm must provide a minimum of three (3) references for which they have provided similar services within the past five (5) years. Reference should include names of persons who may be contacted, position of the contact person, addresses and phone numbers where service was provided.

**iii. Financials:**

Your firm shall provide with the response proof of financial stability in the form of financial statement, credit ratings, a line of credit, or other financial arrangements sufficient to enable your firm to be capable of meeting the requirements of this proposal. If your firm is unable to provide a proof of stability, you must include a statement as to why no report or statement is available.

**Proposed Approach and Project Timeline – (10 pages maximum)**

Describe in detail how your firm will provide the services described in Section 3 – Scope of Services/Work for this RFP and demonstrate how your approach will fulfill the New York County District Attorney’s goals and objectives

**Firms Qualifications and Experience**

Describe your company qualifications and staff experience providing similar services described in this proposal in sufficient detail to demonstrate your firms ability to perform the functions outlined in the scope of this.

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## GENERAL INFORMATION

**A. Complaints.** Any Proposer who believes that there has been unfairness, favoritism or impropriety in the RFP process should inform the Director of Operations or Executive Assistant DA of The New York County District Attorney's Office, One Hogan Place, New York, NY 10013; the telephone number is (212) 335-9848.

**B. Applicable Laws.** This RFP and the resulting contract award(s), if any, unless otherwise stated, are subject to all applicable provisions of New York State Law, the New York City Administrative Code, New York City Charter and New York City Procurement Policy Board (PPB) Rules. A copy of the PPB Rules may be obtained by contacting the PPB at (212) 788-7820.

**C. General Contract Provisions.** Contracts shall be subject to New York City's general contract provisions, in substantially the form that they appear in "Appendix A—General Provisions Governing Contracts for Consultants, Professional and Technical Services" or, if the Agency utilizes other than the formal Appendix A, in substantially the form that they appear in the Agency's general contract provisions. A copy of the applicable document is available through the Authorized Agency Contact Person.

**D. Contract Award.** Contract award is subject to each of the following applicable conditions and any others that may apply: New York City Fair Share Criteria; New York City MacBride Principles Law; submission by the Proposer of the requisite New York City Department of Business Services/Division of Labor Services Employment Report and certification by that office; submission by the Proposer of the requisite VENDEX Questionnaires/Affidavits of No Change and review of the information contained therein by the New York City Department of Investigation; all other required oversight approvals; applicable provisions of federal, state and local laws and executive orders requiring affirmative action and equal employment opportunity; and Section 6-108.1 of the New York City Administrative Code relating to the Local Based Enterprises program and its implementation rules.

**E. Appeal Rights.** Pursuant to New York City's Procurement Policy Board Rules, Proposers have the right to appeal Agency non-responsiveness determinations and Agency non-responsibility determinations and to protest an Agency's determination regarding the solicitation or award of a contract.

**F. Multi-Year Contracts.** Multi-year contracts are subject to modification or cancellation if adequate funds are not appropriated to the Agency to support continuation of performance in any City fiscal year succeeding the first fiscal year and/or if the contractor's performance is not satisfactory. The Agency will notify the contractor as soon as is practicable that the funds are, or are not, available for the continuation of the multi-year contract for each succeeding City fiscal year. In the event of cancellation, the contractor will be reimbursed for those costs, if any, which are so provided for in the contract.

**G. Prompt Payment Policy.** Pursuant to the New York City's Procurement Policy Board Rules, it is the policy of the City to process contract payments efficiently and expeditiously.

**H. Prices Irrevocable.** Prices proposed shall be irrevocable until contract award, unless the RFP is withdrawn. RFPs may only be withdrawn by submitting a written request to the Agency prior to contract award but after the expiration of 90 days after the opening of RFPs. This shall not limit the discretion of the Agency to request Proposers to revise proposed prices through the submission of best and final offers and/or the conduct of negotiations.

**I. Confidential, Proprietary Information or Trade Secrets.** Proposers should give specific attention to the identification of those portions of their RFPs that they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials, upon request, should not be disclosed by the City. Such information must be easily separable from the non-confidential sections of the proposal. All information not so identified may be disclosed by the City.

**J. RFP Postponement/Cancellation.** The Agency reserves the right to postpone or cancel this RFP, in whole or in part, and to reject all RFPs.

**K. Proposer Costs.** Proposers will not be reimbursed for any costs incurred to prepare proposals.

**L. Charter Section 312(a) Certification.**

The Agency has determined that the contract(s) to be awarded through this RFP will not directly result in the displacement of any New York City employee.

\_\_\_\_\_  
Deputy Agency Chief Contracting Officer

\_\_\_\_\_  
Date

***Message from the New York City Vendor Enrollment Center***

Get on mailing lists for New York City contract opportunities!

**Submit a NYC-FMS Vendor Application - Call 212/857-1680**