



ERIE COUNTY

REQUEST FOR PROPOSALS (RFP) TO CONDUCT A COMPREHENSIVE FACILITY AND OPERATIONAL NEEDS ASSESSMENT FOR THE ERIE COUNTY HOLDING CENTER AND CORRECTIONAL FACILITY SYSTEM

RFP # 2023-049VF

July 14, 2023

**DEPARTMENT OF ENVIRONMENT AND PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE REQUEST FOR PROPOSALS

TO CONDUCT A COMPREHENSIVE FACILITY AND OPERATIONAL NEEDS ASSESSMENT FOR THE ERIE COUNTY HOLDING CENTER AND CORRECTIONAL FACILITY SYSTEM

1. INTRODUCTION

Proposals are being solicited from qualified consulting firms possessing knowledge, skills, and experience in pre-architectural jail planning, engineering and related services to provide a comprehensive facility and operational analysis for Erie County's criminal justice system facilities, including the Erie County Holding Center (ECHC) and Erie County Correctional Facility (ECCF). The ECHC is located at 10 Delaware Avenue in the City of Buffalo and the ECCF is located at 11581 Walden Avenue in the Town of Alden.

The purpose of this comprehensive facility and operational analysis (referred to herein as the Study) is to assess:

- Space utilization and existing conditions of the ECHC and ECCF facilities;
- Updated population projections for incarcerated individuals for the next 15 years
- Operations and programming evaluation of the ECHC and ECCFS facilities;
- Requirements to meet existing and future needs of Erie County's criminal justice system; and
- Development of alternatives to meet existing and future needs of Erie County's criminal justice system.

The intent of this Study will be to review what is needed for Erie County's detention system, and determine, at a high level, an ideal facility and programming for Erie County, which would:

- Meet modern best practices;
- Comply with the standards of the New York State Commission of Correction (COC);
- Create a safe environment for both personnel and incarcerated individuals;
- Make best use of taxpayer money;
- Make best use of staffing resources;
- Provide on-site amenities and other resources to promote a safe and productive work environment for employees; and
- Provide incarcerated individuals with effective resources and services aimed at protecting their physical and mental health while in custody, and at reducing recidivism via programming focused on: mental health, substance abuse and addiction recovery, and education, job training and re-entry programs.

With this information in mind, the Study would evaluate the feasibility and cost of renovating each of the existing facilities into either two separate improved facilities or one combined facility, or construction of a new combined facility, or some combination of the above.

This Study will be the first step of the ECHC and ECCF study process and is intended to establish current and future capacity requirements, and alternatives with cost estimates to meet those

requirements at either of the existing facilities or a new facility. It will be utilized by Erie County to guide future decisions regarding capital improvements and the appropriate facility or facilities which best meets Erie County's needs.

2. GENERAL INFORMATION AND REQUIREMENTS

- A. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (M/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified M/WBE proposers should include the Erie County certification letter with the proposal.
- B. If proposer is a Veteran-Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
- C. **Proposers MUST sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected.**
- D. **One (1) original, six (6) print copies, and one (1) PDF copy of the proposal on a flash drive are required to be submitted by 12:00 pm on August 14, 2023. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. **All firms wishing to participate in this process must register electronically with at planning@erie.gov . All further information and contact from Erie County will be sent electronically including the optional site visit.**
- F. Any requests for RFP interpretations should be made electronically by August 1, 2023 to planning@erie.gov . No requests for oral interpretations via telephone or in person will be accepted. A single response to all questions will be made as outlined in the schedule. No communications of any kind will be binding against the County, except for the formal written responses to any request for clarification.
- G. **ERIE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN**
- H. This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.
- I. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
- J. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
- K. The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

- L. The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

3. BACKGROUND AND GENERAL DESCRIPTION OF THE PROJECT:

The Erie County Sheriff’s Office Jail Management Division operates two facilities, the Erie County Holding Center and the Erie County Correctional Facility.

The Erie County Holding Center (EHC), located in the City of Buffalo is a pretrial, maximum-security detention facility. It is the second-largest detention facility in New York State, outside of New York City. The EHC has a capacity of housing 638 incarcerated individuals, and processes more than 20,000 incarcerated individuals annually. The facility is a combination of pods and open bay construction, and traditional linear-type cells.

The Erie County Correctional Facility (ECCF) is located in the Town of Alden. It is capable of housing 746 incarcerated individuals. The facility is a combination of pods and open bay construction.

The populations housed at the EHC and ECCF include non-arraigned, non-sentenced, sentenced, and federal incarcerated individuals. Males, females, and adolescents (those adolescents adjudicated as adults) are housed at both adult facilities.

Basic information on the two facilities can be seen in the table below:

| | Erie County Holding Center (EHC) | Erie County Correctional Facility (ECCF) | Notes |
|-----------------------------|---|---|--|
| Address | 10 Delaware Ave., Buffalo | 11581 Walden Ave., Alden | |
| Year Opened | 1938 | 1985 | |
| Acreage (in use) | 1.62 | ~27 | ECCF acreage only includes buildings, perimeter roads, and parking lots. Vacant land and adjacent solar farm excluded. |
| Square Feet (Gross) | 198,686 | 65,000 | EHC square footage includes Board of Elections building. |
| Cells | 528 | 406 | Total: 934 |
| Dorms (beds) | 112 | 388 | Total: 500 |
| Total Authorized Capacity | 638 | 746 | Total: 1,384 |
| Average Population by Month | 343 | 406 | Total: 749 (average jail population by month) |

| | | | |
|---|----------------|--------------|--|
| 3/2022 – 3/2023 | | | |
| Average Monthly Occupancy 3/2022 – 3/2023 | 54% | 51% | Combined Average Monthly Occupancy 3/2022 – 3/2023: 52% |
| Building Height | 7 stories | 1-2 stories | |
| Total Current Assessment | \$20.5 million | \$50 million | ECHC assessments not broken down by building. Includes Board of Elections building sf/acreage. |
| Land Assessment | \$776,300 | \$485,000 | |

There are significant issues with both facilities related to safety, cost, maintenance, and lack of suitability for carrying out programming. Both facilities are in need of substantial renovations to improve functionality to the point of being compatible with modern best practices for incarceration.

While they were opened nearly 50 years apart, both facilities have inefficient and outdated layouts with poor sightlines that present significant safety concerns for both personnel and incarcerated individuals, and require significantly higher staffing levels than should be necessary. Both facilities have significant ongoing building maintenance needs related to security, HVAC, mechanical, electrical, and plumbing work, and insufficient utilities. Outdated housing units and lack of space for programming do not meet modern needs. Contemporary incarceration facilities have the space and programming to focus on reducing recidivism among incarcerated individuals through education and training, mental health services, substance abuse counseling, and related support services.

Recent NYS Legislation has reduced the population of incarcerated individuals in general and in both facilities, which are being studied. Both facilities generally operate well below their historical population amounts leading to a number of inefficiencies associated with operating a larger than needed facility.

On top of the above-listed issues, the ECCF is located in a rural Town of Alden. This location is an inconvenient distance (about 30 minutes by vehicle) from medical facilities, legal services including the court system, and the Sheriff’s Department offices, all of which leads to substantial transportation costs. The location also lacks any public transportation options and is often difficult to access for family members of incarcerated individuals.

With both facilities requiring substantial capital improvements, the County desires to study the options available. The options will include one combined facility at an accessible location, or substantial investment in each facility individually. The County intends to utilize the document produced by the selected consultant to aid decision making for the future of both facilities’ capital improvements.

With this information in mind, the Study would evaluate the feasibility and cost of renovating each of the existing facilities into either two separate improved facilities, one combined facility, or construction of a new combined facility.

The Consultant will be responsible for generating the Study to achieve the County’s objectives and the specific items in the Scope of Work.

4. SCOPE OF WORK

The following is a description of the Services to be performed and completed by the successful Firm:

A. Project Initiation

1. Background Information and Literature Review:
 - a) The Consultant will review previous relevant studies regarding the ECHC and ECCF, including but not limited to facility inspection reports, compliance reports, accident, incident, and investigation reports, and policy briefs.
 - b) The Consultant will summarize relevant standard regulations regarding correctional facilities including the NYS COC Minimum Standards for Local Correctional Facilities.
 - c) The Consultant will analyze any recent relevant legislation as it relates to the future population of incarcerated individuals.
 - d) The Consultant will conduct site visit(s) to become familiar with existing conditions.
2. Stakeholder Interviews:
 - a) The Consultant will conduct interviews with individuals and groups with an interest in the future of the ECHC and ECCF, including but not limited to:
 - i. ECHC and ECCF management and staff.
 - ii. Staff and elected and appointed officials of interested agencies, including but not limited to: the Erie County Sheriff's Department, Erie County District Attorney's Office, NYS COC, NYS Unified Court System, Erie County Department of Public Works (DPW), and Erie County Department of Forensic Mental Health.
 - iii. Community groups interested in advocating for or representing incarcerated individuals, including but not limited to: Erie County Corrections Specialist (ECCS) Advisory Board, Legal Aid Bureau of Buffalo, Erie County Bar Association Assigned Counsel Program, Partnership for the Public Good, and Erie County vocational program providers including Erie Community College and Northland Workforce Training Center, among others.
 - iv. Alternatives to Incarceration Advisory Board Members
 - v. Representatives of the labor unions of corrections officers.
 - vi. Other parties as deemed relevant by the Consultant.
 - vii. Other parties as deemed by the County.

B. Programming Analysis

1. The Consultant will collect and analyze pertinent ECHC and ECCF data from the previous ten years, including but not limited to:
 - a) Gender, race, ethnicity, residency, charge status and type, date and time booked into system, date and time of release, and release type;
 - b) Law enforcement decisions including number and type of arrests, summons, etc.; and
 - c) Court decisions including numbers of prosecutions and types of sentences.
2. The Consultant will conduct an ECHC and ECCF operational evaluation, including but not limited to:

- a) Engagement with the NYS COC, which is legally charged to regulate, supervise, and inspect the operation of local jails to ensure and enforce compliance with state law. The COC also regulates the construction and improvement of local facilities, the care, custody, correction, treatment, supervision, discipline, health standards, staffing, staff behavior, staffing discipline, and related matters of all local facilities. The Commission is legally empowered to advise local facilities of any legal or regulatory violations and require remedial actions to correct any such violations.
 - b) Identification of programming deficiencies and opportunities including system needs related to incarcerated individual classifications.
 - c) Detailed analysis, consideration, and discussion of the population of incarcerated individuals with special needs, including medical, mental health, substance abuse, and addictions issues.
 - d) Facility regulatory compliance issues, concerns, and limitations.
 - e) Staff coverage and work schedules, retainage, and other workplace limitations including turnover causes and costs.
 - f) Recreational space and programs evaluation.
3. The Consultant will conduct an evaluation of transportation as it relates to the ECHC and ECCF facilities, including transportation to courts, medical facilities, transfer between facilities, and other necessary transportation points. The evaluation will include:
- a) Costs, including but not limited to mileage, fuel, and purchase and maintenance of vehicles;
 - b) Location mapping and charting depicting frequency of transportation to certain destinations and other mapping deemed relevant;
 - c) General operational assessment of transportation;
 - d) Development of a means of assessing and mapping trip origins, distance traveled, and transportation method of incarcerated individuals' family visitations.
 - e) Out-of-facility housing, such as transitional housing, statistics and costs as they relate to transportation, including:
 - i. Number of jail violations, corrective actions, and compliance excursions.
4. The Consultant will conduct an evaluation of all current programs, policies, and procedures of Erie County's detention system, with a specific focus on differentiating between those that are mandated and those that are elected. The evaluation will include:
- a) Detail and address demographic disparities, and develop recommendations for improvement.
 - b) Detail and evaluate adequacy of services available to population of incarcerated individuals with special needs, including medical, mental health, substance abuse, and addiction issues.
 - c) Identify the major factors driving the demand for jail beds and identify mitigation strategies and alternatives for reducing said demand. Mitigation and alternatives considered should be items within the County's control which it can potentially legally implement.

C. Incarceration Alternatives and Transitional Needs

1. The Consultant will recommend improvements to Erie County's detention system as it relates to ECHC and ECCF facilities, incorporating all available options and best management practices to reduce the population of incarcerated individuals.

All recommendations should be categorized as either elective or essential. Emphasis should be placed on:

- a) Improving the safety, security, and wellbeing of staff and incarcerated individuals;
 - b) Reducing demand for beds and operational costs to taxpayers;
 - c) Successfully transitioning incarcerated individuals out of ECHC and ECCF facilities.
2. Identify all available alternatives to incarceration including recommended changes to facilitate successful transition of incarcerated individuals out of ECHC and ECCF.
 3. Determine the current and previous usage of alternatives to incarceration, including a statistical analysis of the previous ten years.
 4. Discussion of potential additional incarceration alternatives and/or different or expanded use of existing programs, including but not limited to: alternative sentencing, specialty courts, work release, electronic monitoring, reclassification of offenders, or other evidence-based best management practices and programming.
 5. Discussion of the role of services available for incarcerated individuals with special needs, including those with medical, mental health, substance abuse, and addiction issues.

D. Space Evaluation

1. Conduct a comprehensive operational, logistics, processing, and space analysis evaluation of the current facilities at ECHC, ECCF, and Sheriff's Department administrative offices, including:
 - a) Facility condition assessment with evaluation of physical plant operating systems and capacities (electric, water, sewer, etc.);
 - b) Compliance with building codes, operational standards, NYS COC standards, and best management practices;
 - c) An analysis of the current facilities' locations and proximity to one another; and
 - d) An analysis of each facility's long-term viability and impact on the neighboring community.
2. The Consultant will deliver a report detailing the above information and all the options and recommendations to be considered (categorized as either elective or essential) including a description of the advantages and disadvantages as well as costs of each option and recommendation presented.

E. Future Programming and Space Needs

1. The Consultant will prepare an analysis of future programming needs in five-year increments for the next 15 years. Utilizing the data collected and analyzed earlier, the Consultant will model and forecast the future population of incarcerated individuals, capacity requirements, and programming, including but not limited to assessment of space utilization and functional components in a future correctional facility.
2. The consultant will work with Erie County to formulate and document scenarios for major or primary activities in a future ECHC, ECCF, or joint facility and administrative offices. These scenarios will help determine circulation patterns and access requirements.
3. The consultant will work with Erie County, including staff to be determined and representatives from DPW Building Maintenance, and/or others as designated by

the County, to determine the functional components which may be included in the future facility, to develop a list of rooms and spaces that will be required, and to identify areas of overlapping functional operations. The consultant will describe each space in detail, identifying functional, equipment, security, and access requirements in addition to square footage requirements.

4. The Consultant will work with Erie County to develop adjacency diagrams, which illustrate relationships between the spaces previously identified. Erie County and the Consultant will determine additional functional elements and programing which should be integrated into a potential joint facility.

F. Overall Feasibility Assessment of a Future Renovated or New Construction Facility

1. Using the future programming projection modeling scenarios developed, the Consultant will evaluate and make recommendations regarding the below listed alternatives based on a variety of factors, including but not limited to: estimated cost of each alternative, staffing, transportation costs, incarcerated individual and employee environment, functionality, and ability to address identified issues.
2. For each of the below listed alternatives, the Consultant will integrate the aforementioned elements into a conceptual building program, which includes as applicable: spatial needs and massing as applicable by alternative including square feet by functional element, acreage, height proximity requirements and miscellaneous elements to be determined through this study. The Consultant and County will engage with the NYS COC regarding regulatory compliance of the proposed facility's building program.
 - a) Alternative 1: Renovation of existing ECHC or ECCF for improved function.
 - b) Alternative 2: Renovation of existing ECHC or ECCF to be a combined facility.
 - c) Alternative 3: A new facility to replace both existing facilities, ECHC and ECCF, on a new site.
 - d) Alternative 4: Renovation of the existing footprint of the ECHC or ECCF into new facilities with potential expansion of campus into surrounding properties.

G. Other Project Particulars (*Tasks include but are not limited to*):

1. The Consultant deliverables shall include reports and associated elements for each of the above tasks 4A- F. Individual reports will be compiled into one report.
2. The Consultant shall prepare the preliminary documents for final review by the Steering Committee.
3. The Consultant shall schedule a meeting(s), to ensure that all comments, feedback and changes are incorporated into the final documents.
4. The Consultant shall provide Engineer's Estimates of Cost at Conceptual levels.
5. The Consultant shall provide written meeting minutes to the Steering Committee for all meetings during the study.
6. All payment applications made by the Consultant and any sub-consultants must be submitted to the County in a format acceptable to the County for reimbursement of funds.
7. The Consultant shall organize progress meetings with all involved parties (including the County).
8. The Consultant shall perform all work necessary to meet the project timeline as outlined in the Project Schedule.

9. The Consultant must understand that in-person meetings with the County (as often as monthly), in Buffalo will be required.

This Scope of Work has been prepared as a proposal guideline. It is the respondent's responsibility to add any other Consultant services that the Consultant feels would be necessary to complete the project.

5. BACKGROUND/EXPERTISE OF PARTICULAR VALUE:

- A. Experience conducting assessments of a county criminal justice system and facilities.
- B. Experience in correctional facility architectural planning, including concept development and cost estimating, with particular emphasis on projects that involve combining multiple facilities.
- C. Experience in evaluating and recommending improvements to correctional facility programming, including expertise in best management practices.
- D. Background in projects of a similar nature, with particular emphasis on those that required experience with all relevant New York State and federal regulations, including the NYS COC Minimum Standards for Local Correctional Facilities.

Firms should only include project experience from staff that are currently with the firm and included on the proposed project team for this project.

6. GENERAL PROPOSAL REQUIREMENTS:

A. Experience of Firm/Project Team

Firms, or their principals, responding to this RFP should include an organizational chart, identifying the project manager and team members, with their titles.

B. Experience, Depth and Breadth of Personnel

The project team should have a full-range of relevant criminal justice, architectural, and engineering consulting and stakeholder engagement expertise. Primary personnel in each of the noted disciplines must be identified by name and office location, with resumes included, and should demonstrate satisfactory experience in the past 10 years and depth in each of the required disciplines. This should also include identifying the firm's role within any project and the year(s) in which the work took place.

C. Approach and Methodology

Respondents to this RFP should include a brief narrative explaining their approach. The narrative should outline the products and tasks to be provided in response to the recommended Scope of Work outlined above.

D. Cost and Budget (separately sealed)

The Consultant contract will be a fixed-price or lump sum cost contract. Therefore, all proposals must contain a Lump Sum Cost Proposal for the scope of services delineated, inclusive of all expenses (there will be no reimbursables). Proposals must include a breakdown

by cost and person hours for the categories outlined. Submit cost proposal in a separate sealed envelope along with the proposal for services.

E. Hourly Personnel Rates

As a supplement, a schedule of billable rates for all key personnel (Principal-in-Charge, Project Manager, primary personnel for each design discipline, etc.) must be included in the proposal. Proposals must also include the ranges of billable rates for technical staff and support personnel. Firms shall note separately the firm’s Overhead & Profit rate that is to be added to each hourly rate.

F. Schedule

The anticipated schedule for the project is:

| | |
|------------------------------|---------------------------|
| RFP Advertisement Date | July 14, 2023 |
| RFP Questions Due | August 1, 2023 |
| Optional Tour of Facilities* | August 1, 2023 |
| RFP Question Response Date | August 4, 2023 |
| RFP Due Date | 12:00 pm, August 14, 2023 |

* Must be registered

7. SCORING, RANKING AND SELECTION PROCESS:

Erie County may short list from the proposals and interviews may be required. Scoring and ranking will include the following factors:

A. Background of Firm

| | | |
|--|----|-------|
| 1. Experience and performance of firm | 10 | _____ |
| 2. Specific experience on this type of project | 10 | _____ |
| 3. Staff assigned to project | 10 | _____ |
| 4. Local presence for firm | 10 | _____ |
| 5. M/WBE participation | 10 | _____ |

B. Approach to project

| | | |
|--|----|-------|
| 1. Understanding of owner’s program and intent | 15 | _____ |
| 2. Understanding of tasks | 15 | _____ |
| 3. Schedule | 10 | _____ |
| 4. Consultant Project Management and Staffing Plan | 10 | _____ |
| 5. Other factors | | _____ |

8. SUBMISSION OF PROPOSALS:

- A. All firms wishing to participate in this process must register electronically with planning@erie.gov. All further information and contact from Erie County will be sent electronically including any addendums.**
- B. There is no restriction on the length of a proposal; however, respondents are encouraged to be as concise as possible.
- C. Proposers MUST sign the Proposal Certification attached hereto as Schedule "A." Unsigned proposals will be rejected.**
- D. One (1) original, six (6) print copies, and one (1) PDF copy of the proposal are required. Proposals MUST be signed. Unsigned proposals will be rejected.**
- E. Cost and budget proposals should be submitted in a separate sealed envelope**
- F. Proposals must be received at the below address no later than 12:00 PM, August 14, 2023:**
- Commissioner of Environment and Planning
Erie County Department of Environment & Planning
Rath Building, Room 1053
95 Franklin Street
Buffalo, New York, 14202**
- G. The County does not assume the responsibility or liability for costs incurred by firms responding to this RFP or to any subsequent requests for interviews, additional information, submissions, etc. prior to issuance of a contract.
- H. Any requests for RFP interpretations should be made electronically to planning@erie.gov by August 1, 2023. No requests for oral interpretations via telephone will be accepted. A single response to all questions will be made as outlined in the schedule. NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- I. All consultants should understand that Erie County is committed to an open, fair and transparent selection process. All RFP submissions will be reviewed, objectively scored and ranked. Short listed firms will be interviewed prior to recommendation for selection.
- J. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into a contract. Scores and ranking of all firms will be provided to the Legislature and the results will become public record at that time.
- K. Proposing firms should understand that to provide for this open and transparent process, more time will be required. The timeframe from advertisement to contract execution may be up to five months. Consultants should consider this when scheduling staff time and anticipating project commencement.

9. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- That any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law.
- Submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services.
- By submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same.
- That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority, and the Office of the Erie County Attorney.
- In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:
 - To reject any or all proposals.
 - To issue amendments to this RFP.
 - To issue additional solicitations for proposals.
 - To waive any irregularities in proposals received after notification to proposers affected.
 - To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals.
 - To conduct investigations with respect to the qualifications of each proposer.
 - To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract.
 - To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers.
 - To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor.

- To interview the proposer(s).
- To request or obtain additional information the County deems necessary to determine the ability of the proposer.
- To modify dates.
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal.
- While this is an RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process.
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals **MUST** arrive at the place specified herein and be time stamped prior to the deadline.

10. EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications, personal background and resume(s) of individuals involved in providing services.
- Proposer's experience to perform the proposed services.
- Proposer's financial ability to provide the services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- An evaluation of the proposer's projected approach and plans to meet the requirements of this RFP.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.

- Proposers **MUST** sign the Proposal Certification attached hereto as Schedule “A.” Unsigned proposals will be rejected.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal.
- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

11. CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. **NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.**

The term of the contract shall be for a One (1) year period commencing _____, 20__ and terminating _____, 20__ The County, in its sole discretion may extend the agreement beyond its initial term for up to two (2) additional year periods at the same prices and conditions.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Schedule “B.”

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire.” If any of the deliverables do not qualify as “works made for hire,” the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) Insert the following notice in the front of its proposal:

“NOTICE”

The data on pages ___ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

and

- b) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page "*** THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW.**"

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure," may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

SCHEDULE "A"

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By: _____
Name and Title

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandise or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concessionaires Services | F Livery Services | G All Purposes Public Entity Contracts |
|--|-----------------------------------|--|----------------------------------|--|----------------------------------|----------------------------------|---|
| Commercial Gen. Liab. | \$1,000,000 per occ. | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL |
| General Aggregate | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Products Completed Operations Liability | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 | \$2,000,000 |
| Blanket Broad Form Contractual Liability | INCLUDE | | | | | | |
| Contractual Liability | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Broad Form P.D. | INCLUDE | | | | | | |
| X.C.U. (explosion, collapse, Underground) | INCLUDE | | | | | | |
| Liquor Law | | | | INCLUDE | INCLUDE | | |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Excess/Umbrella Liab. | \$5,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 | \$1,000,000 |
| Worker's Compensation & Employer's Liability | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Professional Liability | | | \$5,000,000 | | | | |
| Erie County, To Be Named Additional Insured | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI Coverage must be provided on a primary-noncontributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
- IX. Waiver of Subrogation: Required on all lines unless noted

- X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.
Use Applicable Certificates Below:

Workers Compensation Forms

| | Exemption |
|-----------|-------------------------------|
| CE-200 | Exemption |
| C105.2 | Commercial Insurer |
| SI-12 | Self Insurer |
| GSI-105.2 | Group Self Insured |
| U-26.3 | New York State Insurance Fund |

DBL (Disability Benefits Law) Forms

| | Exemption |
|----------|--------------|
| CE-200 | Exemption |
| DB-120.1 | Insurers |
| DB-155 | Self Insured |
| | |
| | |

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.