



**ERIE COUNTY
REQUEST FOR PROPOSAL (RFP)
TO PROVIDE EVIDENCED BASED SUPPORT INTERVENTIONS FOR
FIRST RESPONDERS AND THEIR FAMILIES**

RFP#:

July 6th, 2023

**DEPARTMENT OF HOMELAND SECURITY & EMERGENCY SERVICES
ERIE COUNTY PUBLIC SAFETY CAMPUS
45 ELM STREET
BUFFALO, NEW YORK 14203**

**COUNTY OF ERIE
REQUEST FOR PROPOSALS**

1. Introduction

The County of Erie, New York (“Erie County”) is seeking proposals from qualified firms to provide comprehensive peer-support based services to the first responder community and their families. The project will be funded by Erie County as a joint mission between Erie County’s Department of Homeland Security and Emergency Services, Central Police Services and the Department of Mental Health. The goal of this project is to provide an evidence-based model of peer intervention that is inclusive of pre-crisis exposure training and provides direct access to services for all first responders and their families.

2. Background and General Description of the Project

Through the work started by the Western New York (WNY) Stress Reduction Program, Erie County has long sought to minimize stress related injury in fire, police, emergency medical services, disaster and hospital emergency department personnel using critical incident stress framework. Services for first responders are currently available through placing a call into Erie Counties Medical Emergency Responsive Services (MERS) and a message is taken for a trained team member to follow up. While the WNY Stress Reduction model continues to provide a value asset to the first responder community, the Department of Homeland Security and Emergency Services, Central Police Services and the Department of Mental Health wish to build on this capacity by providing an additional service(s) related to first responder wellness.

Through the Department of Homeland Security and Emergency Services the mission to promote first responder wellness and support mental health is reflected in New York State’s Homeland Security Strategy. Within the fifth category of objectives New York State outlines an expectation for Homeland Security operations to enhance efforts to understand and mitigate the mental health impacts emergencies have on first responders and the public. Embedded within this mission is need that currently exists within our current first response community to provide disaster related mental health training to the first responder community. The goal of the mission set forth by New York State is to assist in reduction of negative outcomes associated with poor first responder behavioral health.

The Department of Central Police Services (CPS) will work to continue fulfilling its mission to provide forensic, technical and support services on a countywide basis to first responders. First response organizations are recognizing the value of peer-support driven service and continue to build this model into policy. When local public safety agencies work towards maintaining their accreditation the Department of Criminal Justice Services (DCJS) mandates that organizations must have a written directive addressing officer wellness for all sworn and civilian personnel. These directives, according to New York State, must include at a minimum, access to resources, prevention and intervention, peer involvement with support and critical incidents related to officer wellness. In combination with the Erie County Department of Homeland Security and Emergency Services, CPS will support this growing service need through providing technical assistance upon the implementation of this project.

The Department of Mental Health is the final stakeholder in this service project. Through the application of administrative leadership, the Department of Mental Health assurance of coordination with the community based behavioral health system that is accessible, comprehensive, person centered and recovery focused. In order to protect the integrity of a space that is person centric to the first responder community, with the goal of promoting the use of mental health services, the Department of Mental Health stands in strong partnership with the work of this project and experience in peer implementation.

Through the joint efforts between the Erie County Departments of Homeland Security and Emergency Services, Central Police Services and the Department of Mental Health take the steps to supplement the current effort that exist within the county to provide, free, 24/7, confidential peer-intervention services that accessible for both first responders and their families. It is important to note that the project expects the applying service organization to be able to provide continued education to the first response community related to wellness in addition to providing direct peer-support services.

3. General Information and Requirements

A. Project Overview:

Erie County seeks to procure a service organization that will address the following needs within the landscape of the first responder community. As a responsible facilitator, Erie County expects to procure a service provider with over ten years of experience in delivering evidenced-based models of peer support services specifically centered around debriefing intervention and pre-crisis education. The project thus has three main goals:

1. Reduce the negative impacts of job-related stress on first responders and their families.
2. Provide a pathway for first responders and their families to access immediate intervention services that is based on peer-to-peer intervention.
3. Work in partnership with Erie County and relevant stakeholders to identify ways in which to measure the impact of proactively addressing such needs will have on the first responder community.

B. Key Dates

Release of RFP	July 6, 2023
Question and Answer Due Date	July 12, 2023
Questions and Answers Response Posted	July 14, 2023
Proposals Due by (3:00pm EST)	July 19, 2023
Proposal Opening	July 21, 2023
Departmental Approval	August 4, 2023
County Legislature Submission	September 1, 2023
County Legislature Approval (expected)	September 21, 2023
Contract Award	October 2, 2023
Initial Planning Session	October 2, 2023

C. Registration

All firms wishing to participate in this process must register with Special Assistant Sarah Bonk, Erie County Department of Homeland Security & Emergency Services- Emergency Preparedness at sarah.bonk@erie.gov. All further information including addendums and contact from Erie County will be sent electronically.

4. Submission of Proposals

A. Sealed proposals must be received no later than 3:00pm EST on June 30, 2023 by:

Erie County Department of Homeland Security & Emergency Services

Attn: Sarah A. Bonk

45 Elm Street

Buffalo, NY 14202

Submissions by e-mail or fax will not be accepted. The RFP Issuer will reject proposals received after the date and time noted above. All proposals must be sent to Erie County as noted above. One (1) original, six (6) copies and one (1) electronic copy in PDF format on a PITD of all proposal documents and must be submitted in sealed envelopes clearly labeled with the proposer's name, the proposer's address, the words "PROPOSAL DOCUMENTS." Proposals may be withdrawn personally or in writing provided that Erie County, the RFP Issuer, receives the withdrawal request prior to the time and date the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for one hundred twenty (120) days after the opening date, to give the RFP Issuer sufficient time to review the proposals, investigate the proposers' qualifications, secure any required municipal approvals, and execute an agreement with the successful proposer. An authorized person representing the legal entity of the proposer must sign the Proposal Form and all other forms included in this RFP.

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. Erie 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.

E. All firms wishing to participate in this process must register with the Special Assistant Sarah Bonk, of Erie County Department of Homeland Security &

Emergency Services- at sarah.bonk@erie.gov All further information including addendums and contact from Erie County will be sent electronically.

- F. Any requests for RFP interpretations shall be made by June 26th, 2023 through e-mail to sarah.bonk@erie.gov (Sarah Bonk, special assistant) 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 ERIE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.
- G. 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.
- H. The highest-ranking firm after scoring and interviews will be recommended to the Erie County Legislature for authorization to enter into contract. Scores and ranking of all firms will be provided to the Legislature and the results will at that time become public record.
- I. 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.
- J. Firms are encouraged to include Certified Minority and Women Owned Business Enterprises (MBE/WBE) in their teams in order to meet Erie County's goals of 15% MBE and 5% WBE participation. Certified MBE/WBE proposers should include the Erie County certification letter with the proposal.
- K. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
- L. ADDITIONAL INFORMATION
 - a. Rights Reserved

Erie County reserves the right to ask any proposer to clarify its proposal or to submit additional information that the RFP Issuer in its sole discretion deems

desirable. ERIE COUNTY FURTHER RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES THEREIN.

b. Cost for Preparing Proposal

Each proposer's costs incurred in developing its proposal are its sole responsibility, and the RFP Issuer shall have no liability for such cost.

c. Ownership of Proposals

All proposals submitted become the RFP Issuer's property and will not be returned to the proposers.

5. Stakeholders

- Erie County Departments of
 - Homeland Security and Emergency Services
 - Mental Health
 - Central Police Services
- Erie County Sheriff's Office
- Erie County Municipalities

- All local first responders

6. Scope of Work

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

1. Qualifications

The qualified firm is expected to demonstrate ten (10) years or more of experience in providing peer-to-peer services as well as providing education to both first responders and non-responders alike.

2. Services Requested

- a. Ability to provide a service delivery system that has demonstrated success in linking first responders to long term clinical services.
 - i. Service(s) must be available to all first responders (i.e., Police, fire, EMS, dispatchers and others where appropriate)
 - ii. There should be no cost to the first responders or their families for using the service.
- b. Host/Provide at least two (2) trainings per quarter within a twelve (12) month calendar, totaling eight (8) trainings a year
 - i. Trainings must include participation from all first response disciplines (i.e., Police, fire, EMS, dispatchers and others where appropriate)

- c. Provide the designated contact at Erie County with quarterly reports on service usage and outcomes where appropriate.
2. Project Initiation
 - a. The firm shall meet with the Steering Committee (County Staff and additional stakeholders) to discuss the project scope.
 - b. The firm shall become familiar with all necessary documents, agreements and regulations relevant to the project.
 - c. The firm shall work to schedule training with each location that the training will be offered (including Steering Committee).
 - d. The firm shall perform all work necessary to meet the project timeline as outlined in the project schedule.
 - e. The firm must understand that meetings with the Steering Committee (some potentially in-person in Buffalo, NY) will be required.

7. Proposal Structure

In order for Erie County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format, without consent of Erie County, may be cause for rejection of a proposal as this format is critical to Erie County's evaluation process.

Proposal Section 1: Executive Summary

This section must contain a brief outline of the proposal.

Proposal Section 2: Company Profile

This section must address the Consultant's qualifications and experience to carry out the requested service, inclusive of, but not limited to, qualification to do business in the State of New York, the number of years in business office locations, etc.

Proposal Section 3: Project Approach

This section must address:

- This section will be used for carrying out all aspects of the project.
- Proposed quality control procedures that will be utilized to check out the accuracy of work.

- Proposed education and marketing tools to promote the plan to out target market of Erie County and municipalities.

Proposal Section 4: Project References/Project History

Proposers shall submit with their proposal a listing of a minimum of three detailed references and a list of similar projects for the previous three years that can attest to the bidder's qualifications to do the work called for in this project. References should be recent clients of bidder. Reference information should contain at minimum the following information:

- Firm name
- Firm address
- Contact person phone and email
- Project Title/Project Location
- Brief description of goals
- Checklist of goals

Proposal Section 5: Project Management Team

This section must describe the assigned team for the project as well as the resumes of key staff personnel. Included in this section should be a projection of hours intended to be spent on this project by each team member. The team allocated to the project may not be removed from the assignment without prior written consent of Erie County.

Proposal Section 6: Cost

The section must include the cost associated with the consultant's plan to carry out the requested services.

Proposal Section 7: Presentation Workload

The firm shall include in the technical proposal an outline of the workload by project of the proposed staff to be involved in the project. Each such project shall be identified by name percentage of work time taken by the project, and completion deadline.

Proposal Section 8: Schedule

This section must include a schedule identifying all the major milestones of the work plan and the deliverables identified in the RFP.

Proposal Section 9: Additional Documents

This section must include any other material the Consultant would like Erie County to consider when evaluating your proposal.

8. 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 Erie 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 Erie County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that Erie County 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 Erie County, its elected officials, officers, employees or agents, shall not be binding against Erie County, 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 Erie County 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 Erie 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 Erie 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 Erie County for the expenses of preparation. Erie County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, Erie 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; and

- Erie 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.

Contract

After selection of the successful proposer, a formal written contract will be prepared by Erie 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 Erie County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY ERIE 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 ERIE COUNTY.

The term of the contract shall be for a One (1) year period commencing __October 1 2023 and terminating _September 30th__, 2024 Erie County.

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 Erie 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 Erie County, the Consultant shall indemnify and hold harmless Erie 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 Erie 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 Erie 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 Erie 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 Erie County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows Erie County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist Erie County, if required, in perfecting these rights. The Consultant shall provide Erie County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless Erie 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 Erie County's continued use of the deliverable, or to modify or replace it. If Erie 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 Erie 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 Erie 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 Erie County. 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 Erie 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.

Compliance with Laws

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 Erie County considers proper under the law. If Erie County enters into an agreement with this proposer, Erie 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.**"

Erie County assumes no liability for disclosure of information so identified, provided that Erie 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 Erie County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

Equal Pay Certification

During the term of this Contract, the Consultant shall comply with Executive Order 13 (2014), and the Consultant shall make such records available, upon request, to Erie County’s Division of Equal Employment Opportunity for review. Erie County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and

records of the Consultant, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification (**Schedule “C”**) and for any other purpose reasonably related to confirming the Consultant’s compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014), which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does Erie County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 days from the proposal date.

9. Appendices to include in your application where needed:

- A: Proposer Certificate
- B: Standard insurance Provisions
- C: Equal Pay Certification
- D: MBE\WBE Certification