

# ADDENDUM

## RFP # 2023-062VF AFTER HOUR DETENTION PROGRAMS

**The link to upload the proposal has changed.**

Submission of the proposals shall be uploaded as three separate documents (Appendix A, B and C) to:

<https://onbase.erie.gov/AppNet/UnityForm.aspx?d1=AXXwnhPzJ5pVjdULE7LWWApjDgmixhgdvj5YF9LhK6p7IIJRLL%2f%2bERksIN0POvZm5JFzy5N0DngmyESMg6SbDYsESCGzTOym3qdViK21pEUsrBI%2bzat7D%2bOUkEXGt%2bAeTFqv%2btng9IELoiExc5Nt1Ed94QQL72esaP8MS5%2fBiXwaULj7XSXx%2ffLJ9RsmMrFLuzCRVarX5D%2b%2fhxLyOZFG4KSq2dRMyyEc4hPjKMCt%2brWok6mlcloezznR5AKkGQNA%3d%3d>



**ERIE COUNTY  
REQUEST FOR PROPOSAL (RFP)  
TO PROVIDE  
AFTER HOUR DETENTION PROGRAMS**

**RFP # 2023-062VF**

**Erie County Department of Social Services**

**EDWARD A. RATH COUNTY OFFICE BUILDING  
95 FRANKLIN STREET  
BUFFALO, NEW YORK 14202**

**COUNTY OF ERIE, NEW YORK**  
**REQUEST FOR PROPOSALS (“RFP”) # 2023-062VF**  
**TO PROVIDE AFTER HOUR DETENTION PROGRAMS**

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## **I. INTRODUCTION**

The County of Erie, New York (the "County") is currently seeking proposals from qualified agencies ("Proposer") interested in providing after hour detention programs. Proposers interested in providing this service are invited to respond to this request.

It is the County's intent to select the Proposer(s) that provides the best solution for the County's needs. Erie County Department of Social Services (ECDSS) is a trauma-informed organization and believes in the power of its principles when serving the citizens of Erie County. Erie County is committed to racial equity.

The County reserves the right to amend this RFP, reject any or all the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive any irregularities or informalities, 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, and to award negotiated contracts to one or more Proposers.

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.

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.

## **II. FUNDING AND BUDGET**

A total of \$200,000 is potentially available for the requested after hour detention programs for 2024. A maximum of \$20,000 per agency will be awarded.

The award is subject to annual contract renewal, contingent upon the Proposer's successful performance of project objectives and the continued need and desire for such services as articulated by Erie County DSS. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose. All contract appropriations are subject to Legislative approval.

Future awards will be dependent on available funds and subject to the demonstrated fiscal and programmatic stability of the applicant agency, as well as their meeting all the Erie County Department of Social Services (ECDSS) requirements. More than one provider may be selected for funding for 2024.

### III. PROPOSAL TIMEFRAMES

The following schedule is for informational purposes only. The County reserves the right to amend this schedule at any time.

Issue RFP: November 27, 2023

RFP Informational Meeting: December 6, 2023 at 11:00 a.m. via Webex

**Join from the meeting link**

<https://erie.webex.com/erie/j.php?MTID=m57ec9af66ae240d00c859fd5157f013d>

**Join by meeting number**

Meeting number (access code): 2499 403 1410

Meeting password: n4PwthVJC68

**Tap to join from a mobile device (attendees only)**

+1716-858-2250,,24994031410## United States Toll (Buffalo)

+1-415-655-0003,,24994031410## United States Toll

**Join by phone**

+1 716-858-2250 United States Toll (Buffalo)

+1-415-655-0003 United States Toll

[Global call-in numbers](#)

**Join from a video system or application**

Dial [24994031410@webex.com](mailto:24994031410@webex.com)

You can also dial 173.243.2.68 and enter your meeting number.

Register for the Informational Meeting by contacting [Carrie.Godfrey@erie.gov](mailto:Carrie.Godfrey@erie.gov).

Proposals Due: December 27, 2023

Selection Made by: February 2024

Contract Signed: Following all necessary County approvals.

## IV. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. Your proposal must be comprised of 3 sections:

### Appendix A

- Proposal to Provide Service
- Signed Schedule A
- For agencies not currently contracted with ECDSS to provide the requested service: References and data from similar work

### Appendix B

- Signed Fiscal Form
- Budget Forms

### Appendix C

- Most recent Audit report prepared by an independent CPA
- Most recent Management Letter
- Listing of Officers and Board of Directors

Failure to follow the prescribed format for responses may result in disqualification.

3. Proposals MUST be signed using the attached Schedule A: Proposer Certification. Unsigned proposals will be rejected.
4. Submission of the proposals shall be uploaded as three separate documents (Appendix A, B and C) to: [ECDSS RFP submission form](#).
5. If unable to upload the proposal, a printed submission may be submitted to: Erie County Department of Social Services, Attn: Carrie Godfrey, 95 Franklin Street Room 804, Buffalo, NY 14202. All proposals must be submitted on or before December 27, 2023 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.
6. Requests for clarification of this RFP must be written and submitted to Carrie Godfrey at the above address, or at [Carrie.Godfrey@erie.gov](mailto:Carrie.Godfrey@erie.gov) no later than 4:00 pm on December 4, 2023. A list of questions and answers will be posted on the County website by December 8, 2023, if applicable. No communications of any kind will be binding against the county, except for the formal written responses to any request for clarification.
7. 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.
8. 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.
9. Information on the Standard Insurance Provisions required of agencies selected as a contractor of this service is included in this RFP. This document is for informational purposes only, and is not to be submitted by the Proposer for the purposes of this RFP.
10. All potential contract-holders with Erie County shall agree to comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. (A copy of Executive Order 13 is available here: [Executive Order 13](#)). All contract holders will be required to sign the Erie County Equal Pay Certification (attached). The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency'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 hereto and made a part hereof, can constitute grounds for the immediate termination of a contract, and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

11. All potential contract-holders with Erie County shall agree that administrative costs may not exceed 15% of the requested funds.
12. Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) proposers shall include the Erie County MBE/WBE Certification letter with their proposal.
13. A business that is a certified Service Disabled Veteran Owned Business (SDVOB) under the New York State Service-Disabled Veteran-Owned Business Act shall include the letter indicating their company is 51% or more veteran-owned with their proposal.
14. All proposers must disclose the name, title, and department of any employee or officer who is or was an employee or officer of Erie County within the 12 months immediately prior to the proposal.
15. If requested, proposers must provide a list of at least three references from community partners and collaborators or an individual with knowledge of and experience with the specific services being offered.
16. All proposers must provide a list of all prime contractors and subcontractors that their agency does business with related to the service in this RFP.
17. All proposers must include the name of their Language Access Coordinator. A copy of your Language Access Policy is required at contracting.
18. All proposers must include the name of their Americans with Disabilities Act (ADA) Coordinator. A copy of a written ADA policy is required at contracting.

## **V. SCOPE OF PROFESSIONAL SERVICES REQUIRED**

### **INTRODUCTION**

The purpose of this request is to solicit applications for After-hours Youth Detention Programming at the Erie County Secure and Specialized Secure Detention Facility (ECSSSD), 810 East Ferry Street, Buffalo NY 14211 effective March 1, 2024. These awards are designed to promote positive youth development and address long-term juvenile delinquency prevention within Erie County to strengthen families and communities. As a trauma-informed organization, ECDSS incorporates the five principles of trauma informed care (collaboration, safety, trustworthiness, empowerment, and choice) throughout its services to promote resilience and healing. All grants are appropriated by the Erie County Youth Bureau and Department of Social Services and awarded to local applicants targeting detained youth between the ages of 11-19. The average length of stay at the facility is 11-21 days.

Eligible applicants shall provide services to at-risk youth in the targeted age group. Organizations not part of a unit of local government must have their own 501(c)(3) status; use of other organizations' 501(c)(3) status as a "pass through" is not permitted.

### **HISTORY AND CONTEXT**

Youth Services seeks to provide resident youth at ECSSSD the opportunity to benefit from programs that help develop skills in the area of civic responsibility, effective communication, problem solving, reconciliation and leadership while being challenged to rewrite their life stories. The department aims to provide quality youth development programming to detained youth in order to decrease negative behaviors and promote pro-social, positive decision making.

### **SCOPE OF WORK**

Youth Services is seeking providers of youth development programming with clear objectives and that can provide data to support measurable, positive outcomes. Programming in the following areas is being sought for 2024:

- Mentoring
- Anti-violence programs
- Trauma Informed Care
- Arts, Crafts and Production
- Entrepreneurship and Job readiness skills
- Life Skills education
- Preventing recidivism
- Prevention and intervention programs

Programming is expected to run at least two to three hours, two to three days per week. After Hour Detention Programming occurs Monday through Friday from 3:30pm - 8pm, and Saturday and Sunday from 10am - 8pm. Scheduling will be coordinated by the Youth Services' staff to fit the pre-existing schedule followed by residents and staff. Due to the transient nature of the population, it is encouraged that each session of a program functions as a stand-alone unit.

Group size will not exceed 10 residents per session and facility personnel will be present at all times in order to ensure safety and security but are not required to participate in program activities. When planning programming, the following items are not allowed in the detention facility: sharp items, metal objects, small art pieces, food, notebooks with metal binding, chemicals that may be used for art, etc.

### **GENERAL REQUIREMENTS:**

- Provide culturally appropriate services to individuals with special needs, i.e., disabilities, language and cultural barriers, etc., including language translation services, which can be included in budgeted direct operating costs.
- Maintain regular communication with ECDSS in a timely manner.



- Submit required data and abide by designated documentation regulations in a timely manner, as instructed, by County in order to claim reimbursement for services.
- Manage funds from a government funding source and maintain billing systems.
- Manage and retain a skilled and appropriately educated workforce.
- Verify the credentials and licensing of staff and employees as contained in county, state, and federal requirements.
- Provide staff training and internal quality assurance audits on a regular basis.
- If an application is selected to provide facility programming, agency staff will be invited to participate in an on-site facility orientation prior to the start of the program.

## COMPENSATION

- Maximum request per proposal is \$20,000.
- The unit of service shall be based on the per session pricing. The per session pricing should detail the individual itemized cost for instructors, materials, administrative, etc. Premiums charged over industry norms shall include adequate justification.

Standard:

Average annual rate of a full-time employee (\$60K divided by 2080 hours)	\$ 29.00
Employee benefits, i.e., health insurance, time-off, FICA, etc. (25% of hourly rate)	\$ 7.25
Overhead costs, i.e., office rent, utilities (5% of hourly rate)	\$ 1.45
Office support/administrative, i.e., payroll, human resources, etc. (15% of hourly rate)	\$ 4.35
Indirect costs, i.e., insurance, computer programs, equipment, materials, etc.: (10% of hourly rate)	\$ 2.90
Other	\$ 5.00
Total cost of hourly session	<u>\$ 50.00</u>

- Reimbursement shall be for contracted per session pricing for actual sessions provided monthly.
- The funding source for this service is through County and State budgeted dollars.

## VENDOR EXPERIENCE AND QUALIFICATIONS

- Provide a Solution Focused Trauma Informed Care environment incorporating the five principles of collaboration, safety, trustworthiness, empowerment, and choice throughout services to promote resilience and healing.
- Ensure policies, practices, systems, and structures improve outcomes for everyone, prioritizing measurable change in the lives of people of color to eliminate racial disparities and promote racial equity.
- Demonstrate knowledge, experience and understanding of the needs, risks, challenges and opportunities faced by the target population, as well as demonstrate experience in effectively implementing programs that promote positive client outcomes.
- All teachers, staff, and volunteers must provide a copy of their New York State Child Abuse Clearance upon contracting.

## PERFORMANCE MEASURES AND DATA COLLECTION

- Data and benchmarks to be tracked by ECDSS
  - Increase/decrease in critical incidents
  - Increase/decrease in misbehavior reports
  - Increase/decrease in recidivism
  - Youth satisfaction surveys
  - Staff satisfaction surveys

- Data and benchmarks to be tracked by vendor
  - Identify the leading indicators used to evaluate, set and modify objectives to promote positive outcomes for youth, i.e., academic progress, engaging instruction, school alignment, emotional development, etc.

## **VI. 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 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 for the required services.
- by submitting a proposal, the Proposer agrees and understands that the 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 the County, its elected officials, officers, employees or agents, shall not be binding against the 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 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 reserves the right, and may at its sole discretion, to 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 or informalities 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 before the deadline.

## **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:

- A determination that the Proposer has submitted a complete and responsive proposal as required by this RFP.
- Proposers MUST sign the Proposal Certification attached hereto as Schedule "A". Unsigned proposals will be rejected.
- The Proposer's demonstrated capability to provide the services.
- Evaluation of the professional qualifications and experience of program staff.
- The Proposer's experience in performing the proposed services.
- The 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.
- An evaluation of the Proposer's projected approach and plans to meet the requirements of this RFP.
- Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Any information shared by the Proposer's presentation will be considered while scoring.
- 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.

## **EVALUATION PROCESS**

Each proposal will undergo an initial administrative review for completeness. For a proposal to be evaluated, it must include all required documents. Upon completion of the administrative review, and at the sole discretion of the Commissioner, the Department will request any missing documentation from the Proposer and will review all documents for completeness upon receipt of the missing documents. All required documents for a complete proposal, as set forth in this RFP, must be submitted and be completed to the satisfaction of the Department within forty-eight (48) hours of request in order for the proposal to be deemed responsive and eligible for Contract award.

Complete proposals will be judged by a scoring committee. The scoring committee will consist of Department of Social Services employees and experienced individuals from outside the Department. The proposal should be written to clearly articulate the services provided to someone not familiar with service delivery.

The proposals will be scored based on the overall proposal, population and goals, program plan, performance measurement, trauma informed, program staffing, accessibility plans, infrastructure, collaboration, experience, MWBE/SDVOB participation, compliance with RFP requirements and fiscal components.

## **CONTRACT**

After selection of the successful Proposer, a formal written contract will be prepared by the County 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 IF NECESSARY, 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 contract will include the submitted proposal and any subsequent agreement with the Department to service provision. The award period will be for a one-year term, with the option to renew for additional terms, subject to annual contract renewal, contingent upon the Proposer's successful implementation of the program, data collection, monitoring, goal attainment, and compliance with required reporting. Initial award and renewals are subject to inclusion of funding in the County Executive Recommended Budget and as adopted by the Erie County Legislature, as well as, contingent upon availability of New York State funds appropriated for this purpose.

## **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 Proposer agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Proposer 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 Proposer or third parties under the direction or control of the Proposer; 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 applicable insurance coverage.

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 Proposer are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Proposer 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 Proposer agrees to assist the County, if required, in perfecting these rights. The Proposer shall provide the County with at least one copy of each deliverable.

The Proposer agrees to defend, 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 Proposer 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 Proposer 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 Proposer may retain copies of such records for its own use.

NOTE: All contracts executed by the Erie County Department of Social Services will be posted electronically on the Department's website.

## **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. Further, all Proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) 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 one hundred eighty (180) days from the proposal date.

(For Informational Purposes Only)

## ERIE COUNTY EQUAL PAY CERTIFICATION

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965, and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, 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.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

\_\_\_\_\_  
Contractor Signature

### Verification

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

A) \_\_\_\_\_, being duly sworn, states he or she is the owner of (or a partner in) \_\_\_\_\_, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

### OR

B) \_\_\_\_\_, being duly sworn, states that he or she is the \_\_\_\_\_, of \_\_\_\_\_, the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

Notary Stamp

## GUIDELINES FOR STANDARD INSURANCE PROVISIONS REQUIRED

<b>Commercial General Liability</b>	\$1,000,000 minimum each occurrence
<b>Umbrella/ Excess</b> * If CGL general aggregate is \$2,000,000 or more, Umbrella/ Excess is not necessary	\$1,000,000 minimum each occurrence
<b>Automobile</b> * If transporting; otherwise a Waiver must be executed	\$1,000,000 minimum combined single limit
<b>Professional Liability</b> * Not needed for all contracts	\$5,000,000 minimum
<b>Workers' Compensation</b>	NYS Certificate

Certificate holder must be listed as:

County of Erie or Erie County 95  
Franklin Street  
Buffalo, NY 14202

It can include "Department of Law".

It cannot include "Department of Social Services" or any other department of Erie County (i.e., Department of Health, Youth Bureau, etc.).

The County must also be listed as an Additional Insured for all the above policies. That can be done by placing a "Y" or "X" in the "ADDL INSR" column next to each policy, or it can be specifically noted in the "Description" box near the bottom of the page.

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.



## PROPOSAL REQUIREMENTS

For Proposers to be considered for an award, the terms, conditions and instructions contained in this RFP and attachments must be met. Any proposals which do not meet these criteria may be considered non-responsive. Currently funded programs must re-apply to be considered for continued funding.

Your proposal must be comprised of 3 sections, presented as separate documents:

- Appendix A
  - Proposal to Provide Service
  - Signed Schedule A
  - For agencies not currently contracted with ECDSS to provide the requested service: References and data from similar work\*
  
- Appendix B
  - Signed Fiscal Form
  - Budget Forms
  
- Appendix C
  - Most recent Audit report prepared by an independent CPA<sup>1</sup>
  - Most recent Management Letter
  - Listing of Officers and Board of Directors

Electronic versions of Appendix A, Schedule A and Appendix B are available on the Erie County Department of Social Services (ECDSS) – Youth Services website at: [After hour detention programs](#)

*Please note: Indirect Administrative Costs must be itemized, or a copy of your Federal Indirect Cost Rate must be attached.*

By application, you certify that your agency can provide the following documentation at any time during the course of the selection process: (You do not need to provide it now, only if asked.)

- Proof of 501(c)(3) status, if applicable.
- Agency's most recent organizational chart and a letter of support signed by the CEO and the Board President.
- Resumes for all program staff (associated with the proposed service), including administrators, program supervisors, direct service staff and aides.
- References or letters of testimony from other agencies for whom you have provided this or a similar service, with contact information.

**\* For agencies that are currently contracted with ECDSS to provide the service**, annual performance reviews will be considered in the review. Please **do not** include copies of supporting research, annual reports, exhibits, letters of support, attachments and other supporting material with your proposal, unless changing the service model. ECDSS reserves the right to disqualify proposals that do not adhere to the correct format.

**For agencies that are not currently contracted with ECDSS to provide the service**, please submit references and data from similar work demonstrating the agency's ability to:

- review outcomes and meet performance measures
- maintain adequate staffing levels with trained staff
- meet required timeframes
- demonstrate leadership and proactive involvement in planning procedures
- communicate within the agency and with ECDSS
- understand laws and meet regulatory expectations

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<sup>1</sup> If not available, the latest tax return may be submitted in lieu of the audit report and/or management letter.

Applications are expected to comply with stated guidelines including but not limited to desired program outcomes identified in the Request for Proposal (RFP). It will be the responsibility of the applicant to submit proposals consistent with the RFP requirements. By applying, your agency asserts that the Request for Proposal document has been reviewed in its entirety and that, if selected, the agency will abide by the conditions for funding set forth therein.





<b>Agency Name</b> - List the official name of your organization.
<b>Federal Employer ID# (FEIN)</b> - Please provide your agency's Employer Identification Number.
<b>501(c)(3) not-for-profit entity</b> - If non-profit, please provide date established as 501(c)(3).
<b>Language Access Coordinator</b> – List the name of the designated Language Access Coordinator.
<b>ADA Coordinator</b> – List the name of the designated ADA Coordinator.
<b>Erie County Employees</b> - Name, title, and department of any employee or officer who was an employee or officer of Erie County within the 12 months immediately prior to the proposal.

- Certified Minority Business Enterprise/ Women's Business Enterprise (MBE/WBE) Certification Letter attached
- Letter indicating agency is 51% or more veteran-owned attached

**PROGRAM INFORMATION**

<b>Start of Program Operations</b>
Describe your agency's ability to implement and staff the program in a timely manner, including provision of services, effective the date noted in the RFP.
<b>Type of Programming</b>
<input type="checkbox"/> Mentoring <input type="checkbox"/> Anti-violence programs <input type="checkbox"/> Trauma Informed Care <input type="checkbox"/> Arts, Crafts and Production <input type="checkbox"/> Entrepreneurship and Job readiness skills <input type="checkbox"/> Life Skills education <input type="checkbox"/> Preventing recidivism <input type="checkbox"/> Prevention and intervention programs
<b>Program Summary</b>
Provide a brief summary description of the program, schedule and key program features.
<b>Experience</b>
Describe experience agency has working with the target population, and reasons it is equipped to assist this group.

**CULTURAL COMPETENCY**

<b>Racial Equity, Diversity, and Inclusion</b>
Describe how racial equity is promoted and methods implemented to increase awareness, attitude, knowledge, and skills to prioritize measurable change in the lives of people of color.
Describe what group(s) has experienced disparities related to this program and whether their thoughts and knowledge are included in the program design. If so, how and if, not why.

Explain whether the program produces any intentional benefits or unintended consequences for the population impacted.

Describe whether the program results in a systemic change that addresses institutional racism.

## **PROGRAM PLAN**

### **Program Design**

Describe the service delivery model that will be used. Specify if this has been designated as an evidenced-based or promising practice by any authoritative organization. Describe how fidelity to this model will be kept.

### **Availability**

Provide information about your days and hours of service availability.

### **Collaboration**

Discuss any partnerships or networks that are used to meet your program participant needs.

### **Program Difference**

Provide any other information that you feel would distinguish your agency's approach to the delivery of the requested services, including any prior experiences and successes.

## **PERFORMANCE MEASUREMENT**

### **Performance Measures**

Describe your proposed approach to program evaluation and reporting to ECDSS. Clearly define how this project will meet the performance targets associated with this RFP, including follow-up, as well as how you will monitor compliance, outcome-based performance and implement a plan for quality improvement. Specify how poor performance will be addressed when requested by ECDSS or when the outcomes of the program fail to be achieved.

### **Data Collection**

Describe how you collect program data, including specific procedures, tools, and frequency.

## **TRAUMA-INFORMED CARE**

### **Implementation**

Describe if, and how, your agency implements trauma-informed care, specifically how it understands, recognizes, and responds to the effects of trauma.

## **BUDGET**

### **Billing**

Describe how your agency monitors and verifies the accuracy and sufficiency of its billing system to assure all claims made are proper and that adjustment is sought when issues are identified.

**PROGRAM STAFFING**

**Program Staff**

Describe program staff, including job titles, responsibilities, level of education/credentials, qualifications, experience, and training that will be required for each position. Specify their role in providing the services and supervision protocols.

<b>Job Title</b>	<b>Responsibilities</b>	<b>Qualifications</b>	<b>Supervisor Job Title</b>

**Professional Development**

Describe all mandatory or optional professional development opportunities, including trainings, available to program staff.

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**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 (the "County") 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 for the required services. The undersigned agrees and understands that the County 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, its directors, officers, employees or agents unless an agreement is signed by a duly authorized County officer and, if necessary, approved by the Erie County Legislature, the Office of the County Attorney and/or the Erie County Fiscal Stability Authority.

It is understood and agreed that the County 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 reserves all rights specified in the Request for Proposals (RFP).

It is understood and agreed that the undersigned, prior to entering into an agreement with Erie County, will properly execute the County of Erie Standard Insurance Certificate (example on pp. [ ] of this RFP), and that it will be complete and acceptable to Erie County.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County 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 Agency Name*

By:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title*



**RFP APPENDIX B: Fiscal**  
 Department of Social Services  
 RFP#2023-062VF

**FINANCIAL INFORMATION**

Payee Name of Agency (if different than Legal Name)	
Financial Contact Person Name/Title	
Street Address/City/State/Zip	
Financial Contact Person Phone Number	Financial Contact Person Email
Agency's Fiscal Year (Start date - End date)	
Amount of Funding Request to ECDSS for this proposed contract	
FY of Request (Start date - End date)	

**UNIT COST**

Unit of Service for this proposal as defined in the RFP (e.g.: hour):	
Number of units to be served	
Cost per unit of service for this proposal (county funding + in-kind)/# units:	

**V. CERTIFICATION**

The undersigned certifies that he or she is a principal officer of the applicant agency and has knowledge of and certifies that the information contained herein is complete and accurate.

Furthermore, the undersigned certifies that the applicant sponsored programs, services and activities are available to the general public, advertised as such, and not subject to discrimination based on sex, race, creed, religion or national heritage.

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 NAME/TITLE



**APPENDIX B - RFP Fiscal Calculations**

AGENCY: \_\_\_\_\_

RFP# and NAME \_\_\_\_\_

FUNDING PERIOD: \_\_\_\_\_

The Budget Calculation pages request information in the following tables:

- 1) Summary Funding Request
- 2) Direct Program Expense Budget - County Funded
- 3) Administrative Overhead - County Funded
- 4) Agency In-Kind or Indirect Service Contributions
- 5) Revenue
- 6) Rate Calculation
- 7) Flex Fund Request (if applicable)
- 8) Staffing Review - Program Related County Funded
- 9) Staffing Review - Administrative County Funded

**It is recommended that items 8 and 9 on the Staffing Detail be completed first. Blue highlighted cells contain formulas and will populate automatically.**

Indicate in the following budget tables estimated program and administrative expense and revenue for the proposed fiscal year. Comparative current year funding information should be included if the agency is requesting a continuation of a program funded by the Department of Social Services.

1) SUMMARY FUNDING REQUEST (All cells will populate automatically from information entered in Tables 2-9)

SUMMARY PROGRAM COST AND REVENUE	Current Contract	Proposed Budget
Total Direct Program Operating Expense	-	-
Total Administrative Overhead Expense	-	-
Flex Funds - County Funded	-	-
<b>TOTAL COUNTY FUNDED PROGRAM EXPENDITURES</b>	-	-
In-Kind Agency Expenditures	-	-
<b>TOTAL PROGRAM EXPENDITURES</b>	-	-
REVENUE	Current Contract	Proposed Budget
County Funding	-	-
Agency In-Kind Revenue	-	-
<b>TOTAL REVENUE (Should match total Program Expense)</b>	-	-

<b>Agency In-Kind Revenue as % of Total Revenue</b>	-	-
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2) DIRECT PROGRAM EXPENSE BUDGET - County Funded

Indicate all expense items related to the direct provision of program services, including only **cash expenditures that will be provided with County funds**. Do not include Agency in-kind contributions or County Flex Funds.

DIRECT PROGRAM EXPENSE - County Funded	Current Contract	Proposed Budget
<b>Direct Program Staffing (from Staffing Table 8)</b>		
Total Salaries, Wages	-	-
Total Fringe Benefits	-	-
<b>Subtotal Salary and Fringe Benefits</b>	-	-
<b>Direct Operating Expense:</b>		
Employee travel/mileage		
General program related supplies		
Postage		
Maintenance and repairs		
Phones		
Utilities		
Insurance (directly related to program)		
Lease/Rent Vehicle		
Translation/Interpretation		
Equipment (List items):		
Contracted Client Services (List contracts):		
Contracted Services Not Client Related (List contracts):		
Other (specify):		
<b>Subtotal Direct Operating Expense</b>	-	-
<b>TOTAL DIRECT PROGRAM COSTS</b>	-	-

- 3) ADMINISTRATIVE OVERHEAD - County Funded  
 County funded Administrative Overhead cannot exceed 15% of the total Direct Service Program Budget and must be consistent with the requirements of NYSExecutive Order 38. Detail agency cash expenditures only.

Administrative Overhead - County Funded	Current Contract	Proposed Budget
<b>Personal Services (From Staffing Table 9)</b>		
Total Salaries, Wages	-	-
Total Fringe Benefits	-	-
<b>Subtotal Administrative Salary and Fringe Benefits</b>	-	-
<b>Administrative Operating Expense:</b>		
Please itemize below:		
Staff Development		
Public Relations		
Audit, Legal, Cons. Fees		
Dues, Licenses, Permits		
Other (Please list items below):		
<b>Subtotal Administrative Operating Expense</b>	-	-
<b>Total Administrative Overhead</b>	-	-
<b>Total Direct Program Costs (from table 2)</b>	-	-
<b>Administrative Expense as Percent of Program Cost Not to Exceed 15%</b>	-	-

- 4) AGENCY IN-KIND or INDIRECT SERVICE CONTRIBUTION  
 In-Kind donations, or indirect services, are defined as the provision of services by an agency for support of the program specified in this contract without charge to the county. Examples can be the use of space, equipment, or the provision of staff time either program or administrative. The source of funds for these items may not be State, Federal, or other County funded programs. In-Kind donations are not required but helps the Department of Social Services maximize revenue.

In-kind Donations (List type of in-kind or indirect service contributions specific to this proposal along with an estimated value)	In-Kind Contribution Value Current Contract	In-Kind Contribution Value Proposed Budget
<b>Total In-Kind</b>	-	-

5) REVENUE

Detail below all revenue sources directly related to the total proposed program.

Revenue	Current Contract	Proposed Budget
Total Funds Requested from the County (Program plus Flex)		
Source of Agency In-Kind Services:		
<b>Total Revenue</b>	-	-

6) RATE CALCULATION

The agency reimbursement rate calculation excludes Flex Funds and In-kind services estimates.

Agency Reimbursement Rate Calculation	Current Contract	Proposed Budget
<b>Total Direct and Administrative Program Costs</b>	-	-
<b>Units of Services from Program Description</b>		
<b>Hourly Unit of Service Cost - Agency Reimbursement Rate</b>	-	-

7) FLEX FUNDS REQUEST - (Only for agencies who received DSS prior flex fund approval)

Provide a summary of the type of items that may be purchased with Flex funds. The maximum allocation is \$10,000. Flex funds are for client special needs and wrap around services. Payments will be subject to pre-approval by assigned caseworker. Flex funds are listed for direct reimbursement purposes and are not included in rate calculation.

FLEX FUNDS - County Funded	Current Contract	Proposed Budget
<b>Total Flex Fund Request</b>	-	-



9) STAFFING REVIEW ADMINISTRATIVE - COUNTY FUNDED<sub>0</sub>

In the following columns list all administrative staff. Indicate full or part time employees. Include all Full and Part-Time Executive, Administrative Support and Clerical Staff who do not provide direct client service and service supervision. Comparative current year staffing levels should be included if the agency is requesting a continuation of a program previously funded by the Department of Social Services.

Administrative Staffing Detail	Current Contract				Proposed Contract			
	# of Staff	% of Time	Annual Salary	Total Current Budget	# of Staff	% of Time	Annual Salary	Total Proposed Budget
Full Time Position Title:								
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
Part Time Position Title:				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
				-				-
<b>Total Salary:</b>			-	-			-	-
<b>Administrative Fringe</b>	<b>Rate</b>			<b>Total Current Budget</b>	<b>Rate</b>			<b>Total Proposed Budget</b>
FICA								
Pension/Retirement								
Workers' Comp.								
State Disability Insurance								
Life Insurance								
Health Insurance								
Other (Please list):								
<b>Total Fringe Benefit Cost:</b>				-				-
<b>Fringe Benefits as percent of total salary:</b>				-				-

Please attach fringe benefit rate sheet and detailed explanations if total fringe exceeds 35% of salary.



**RFP APPENDIX C: Supplemental Information**

Department of Social Services  
RFP#2023-062VF

Provide one copy of the most current information as noted below. These materials cannot be returned.

- Most recent Audit report prepared by an independent CPA
- Most recent Management Letter
- Listing of Officers and Board of Directors

If not available, the latest tax return may be submitted in lieu of the audit report and/or management letter.