



**ERIE COUNTY  
REQUEST FOR PROPOSAL (RFP)  
TO PROVIDE FOOD SERVICE AT ERIE  
COUNTY SECURE AND SPECIALIZED SECURE  
DETENTION**

**RFP # 2024-006VF**

**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”) # 2024-006VF**

**FOOD SERVICE AT ERIE COUNTY SECURE AND SPECIALIZED SECURE DETENTION**

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## **I. INTRODUCTION**

The County of Erie, New York (the "County") is currently seeking proposals from qualified food service management companies ("Proposer") interested in providing high quality nutritious meals that appeal to male and female youth housed at Erie County Secure and Specialized Secure Detention (ECSSSD) and authorized staff using onsite kitchen facilities. 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**

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 ECDSS requirements. More than one provider may be selected for funding for 2025.

## **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: January 29, 2024

RFP Informational Meeting: February 14, 2024, at 10:00 a.m. via Webex

**Join from the meeting link**

<https://erie.webex.com/erie/j.php?MTID=ma0664e0f7102a5d62fac81a89dca492f>

**Join by meeting number**

Meeting number (access code): 2483 830 4504

Meeting password: tQxBCM9PQ36

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

+1716-858-2250,,24838304504## United States Toll (Buffalo)

+1-415-655-0003,,24838304504## 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 [24838304504@webex.com](tel:24838304504)

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) by February 13, 2024

Proposals Due:

March 11, 2024

Selection Made by:

June 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 Form

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 March 11, 2024, 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 no later than 4:00 pm on February 12, 2024. A list of questions and answers will be posted on the County website by February 16, 2024, 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**

A qualified food service vendor is being sought to provide on-site meal preparation for residents and eligible staff, with services to commence January 1, 2025, at ECSSSD located at 810 East Ferry Street, Buffalo NY 14211. It is the intent of the ECSSSD that the Contractor provide food services in a manner which best fulfills the following program objectives:

- To provide an appealing and nutritionally sound program as economically as possible.
- To maintain reasonable, competitive prices in the program.
- To demonstrate environmental and energy awareness and responsibility by minimizing waste in any form.
- To maintain a stable, well-trained, and supportive food service staff.

All juveniles, ages 14-21, at ECSSSD are provided at least three well-balanced meals and one snack daily. Meals are to be nutritionally adequate, palatable, attractive, and produced under sanitary conditions. All food items shall be of name brand quality.

The ECSSSD facility is a 24 hour, 64 bed facility that houses alleged Juvenile Delinquents, Juvenile Offenders and Adolescent Offenders who are remanded by the Family Court, Youth Court, and criminal courts. The facility provides a safe, structured, restorative justice environment that uses Solution Focused Trauma Informed Care principles: collaboration, safety, trustworthiness, empowerment, and choice throughout its services.

### **HISTORY AND CONTEXT**

Approximately 30-45 youth residents and 15-25 staff (for lunch and dinner only) participate in meals daily. Youth are given 6 compartment trays and sporks for meals.

The facility operates under the oversight of the New York State Office of Children and Family Services (OCFS) and is subject to that agency's requirements and regulations. In addition, the Specialized Secure Detention Pods, which house Adolescent Offenders, operate under the additional oversight of State Commission of Corrections (SCOC) as well as OCFS.

Facilities:

- Office space: 8 ft x 6 ft with computer, desk, and phone
- Closet: 5 ft x 4 ft
- Sink washup area: 13 ft x 11 ft
- Food Storage area: 18 ft x 6 ft
- Food Prep area: 30 ft x 22 ft

Kitchen contains:

- Walk-in Cooler
- Walk-in Freezer
- Commercial Freezer and Refrigerator
- Soup Cooker
- 2 Fryers
- Flat Top Oven/Stove
- Steamer Oven
- 3 sink areas
- Dish Machine
- Cutting Tables

## SCOPE OF WORK

The food service company will be responsible for providing all labor, including management, supervision, supplies, materials, and additional equipment (excluding built-in fixtures currently in place) necessary to provide food services as specified herein and in the proposal response. Kitchen equipment (freezer, fryers, oven, sinks, etc.) as well as utensils, silverware, food trays, tumblers, pots, pans, etc. are provided by ECSSSD. Electricity, gas, space, light, heat, power, hot and cold water and other utilities that are reasonably needed and necessary for the operation of the food services as well as sanitary toilet facilities for the staff are also provided by ECSSSD.

The successful proposer shall:

- Use the ECSSSD facilities for the preparation of food to be served in the designated meal service locations, at no cost.
- Be responsible to purchase and store all food safely.
- Prepare, store, and serve food items in accordance with State and local health standards.
- Provide meals at regular mealtimes during each 24-hour period, with no more than 14 hours between evening meal and breakfast meals. Meal serving times will be staggered in 20-minute increments: breakfast from 7:00 a.m. to 8:00am, lunch from 12 noon to 1:00 p.m., dinner from 4:30 p.m. to 6:00 p.m. A 7:00 p.m. snack will be picked up by the youth detention workers (YDWs) at dinner time and served in the respective housing units.
- Accommodate special diets for youth whose religious beliefs require adherence to religious dietary laws or are prescribed by appropriate medical or dental staff.
- Receive all deliveries.
- Maintain proper freezer, refrigerator, fryer, oven, etc. temperatures.
- Sanitize cafeteria tables and floors.
- Clean grease traps and maintain a clean kitchen, including but not limited to sinks, counters, tables, chairs, silverware, and utensils.
- Be responsible for the professional cleaning of ducts and hoods above the filter line and will provide extermination services as needed and not less than once per year.
- Remove trash from kitchen and dining area.
- Ensure all kitchen equipment and kitchen facility are working properly and obtain repair services timely to maintain continual food service without interruption. The County will provide County approved maintenance and financial support for said equipment.
- List and obtain approval by County management prior to bringing in any equipment.
- Provide paper and cleaning supplies. Styrofoam is prohibited.
- Provide condiments, as needed.
- Maintain the inventory of silverware, chinaware, glassware, kitchen utensils, and other operating items necessary for the food service operation.
- Have a licensed dietician review menu for compliance with applicable regulations and provide a menu of breakfast, lunch, dinner, and snacks for each 21-day cycle to the Deputy Commissioner or designee for approval (Sample menus provided in [Appendix D.](#)) Food service shall not deviate from the approved menu for the convenience or preference of the food service provider. Any changes must equal or exceed the choice selection, quality, grades, and specifications contained in the original menu (Food Quality Specifications provided in [Appendix E.](#))
- The District Manager of the food service provider shall monitor, supervise, and train the food service staff personnel, visit the facility at least once annually and provide a written summary report to ECSSSD within 14 days of their visit.
- Provide food service in the event of lockdowns, severe weather conditions, power failure or other events that would impact normal operations of the facility. Emergency meals shall be planned so that no additional cost will be borne by ECSSSD.
- Comply with all health and sanitation codes. Prepared meals may periodically be inspected by the local health department or an independent agency to determine bacterial levels in the meals being served.
- Provide food services in accordance with [9 CRR-NY 180-1.9](#) and [9 CRR-NY 180-1.10](#).

## **GENERAL REQUIREMENTS:**

- Maintain permits/inspections as needed to remain compliant with applicable regulations.
- Comply with Detention facility protocols.
- Ensure that all inspections are fulfilled and posted in a timely manner in accordance with established guidelines established by the New York State and Erie County Health Departments.
- Adhere to documentation standards as set forth by Federal and State regulation, as well as ECSSSD policies.
- Manage and retain a skilled and appropriately educated workforce.
- Provide staff training and internal quality assurance audits on a regular basis.
- Maintain regular communication with ECSSSD in a timely manner.
- Manage funds from a government funding source and maintain billing systems.
- Maintain records of food services and categorical meal counting for three years plus the current year.
- Submit required data and abide by designated documentation regulations in a timely manner, as instructed, by County to claim reimbursement for services.

## **COMPENSATION**

- Unit of service – per meal/snack (total actual cost includes delivery, administrative/management overhead, and the proposer's anticipated profit).  
Price should be based on serving 365 days/year to:
  - 30-45 youth for breakfast;
  - 30-45 youth and 15-25 staff for lunch and dinner; and
  - 30-45 youth for a daily snack.
- Reimbursement method - fee for service paid monthly, based on meals provided. The amount can fluctuate day-to-day based on census.
- Funding source: State and County funds

## **VENDOR EXPERIENCE AND QUALIFICATIONS**

- Uses culturally sensitive, trauma-informed practices when working with ECSSSD clients
- 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.
- Procure the most recent applicable health certification required by federal, State, or local law to post in a noticeable place in the food service area.
- All personnel shall meet the professional standard requirements and be trained by the food service company on the use of all meal preparation/service equipment, emergency valves, switches, fire and safety devices in the kitchen and cafeteria areas.
- Be properly licensed to do business in NYS and have all applicable federal, state, and/or local licenses required.
- Have a successful record of providing food services to comparable institutions.
- An annual physical examination, including a tuberculin skin test with a chest x-ray where such test is positive and serological tests as indicated, shall be required of all staff who are providing services at ECSSSD. A record of results of examinations shall be made available within five (5) business days at the request of ECSSSD.
- Conduct a criminal history check for all prospective employees/volunteers and periodically throughout the course of their employment, at a minimum of every 18 months. Any applicant, volunteer or employee found to be a registered sex offender will be immediately removed from all work on this contract.



## PERFORMANCE MEASURES AND DATA COLLECTION

- Data and benchmarks to be tracked by vendor:
  - Number of meals served to juveniles, employees, guests, and visitors
  - Information on waste
  - Nutritional accounting
  - Food expenditures that identify per capita costs per meal
  - Standard rations compliance
  - Menu plans

## 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 based on 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 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 so as to clearly describe 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

In order 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 Form
- 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

Submission of the proposals shall be uploaded as three separate documents (Appendix A, B and C) to: [ECDSS RFP submission form](#). *You may see an error at the end of the submission. You will receive an email confirming if it has been submitted.*

Electronic versions of Appendix A and B are available on the Erie County Purchasing website at: <https://www3.erie.gov/purchasing/requests-proposals-construction-bids>

By application, you certify that your agency can provide the following documentation at any time during 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.

\* **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

### Program Summary

Provide a brief summary description of the food service program; key program features; sample menus (include portions and product weights); nutritional value, variety, and cost of proposed menu items; policy regarding environmental sustainability; and ability to implement and staff the program effective the date noted in the RFP.

### Sanitation and Safety Self-Inspection Procedures

Outline the sanitation and safety protocols for all food service operations. Provide a sample checklist used during inspection.

### Special Populations

Describe any specialized services and resources, including accommodation of those with special needs, language translation and cultural differences.

### Quality Control Plan

Provide complete details on quality assurance procedures for meal preparation, packaging of food items, transportation, and delivery schedules.

- Identify the food production monitoring methods used to ensure that all foods are handled in a safe and sanitary manner.
- Identify specific measures in the production/handling procedures for food (meal assembly) designed to monitor and assure the maintenance of personnel hygiene, sanitary conditions of the facility and the length of time associated with meal production periods.
- Food product temperature monitoring procedures, including a description of the procedures utilized to assure maintenance of safe food temperatures during all phases of handling, production, storage, and shipment of meals. I.e.: a log for monitoring and recording food temperatures.

### Inventory

Detail the process used for inventory. Include a statement as to how often a physical inventory of non-processed food and supply items will be taken.

### EXPERIENCE

#### Experience

List prior Food Services Experience within the past five (5) years

Facility Name, Contact Name, Telephone Number and Email Address	Date(s) of Service	Contract Value Per Year	Reason Contract Not Renewed (if applicable)

Please note any experience working with the target population, and reasons it is equipped to assist this group.

Please provide all review and/or audit documentation for the past two calendar years from the State and Local Department of Health.

### PERFORMANCE MEASUREMENT

#### Performance Measures

Describe your proposed approach to program evaluation, quality improvement plan and reporting to ECDSS. 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.

### 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.

Job Title	Responsibilities	Qualifications	Supervisor Job Title

#### Professional Development

Describe all mandatory or optional professional development opportunities, including trainings, available to staff such as specific training given to staff on food preparation and sanitation.

**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.

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*Proposer Agency Name*

By:

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*Signature*

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*Name and Title*



**RFP APPENDIX B: Fiscal**  
 Department of Social Services  
 RFP# 2024-006VF

**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



**RFP APPENDIX B: RFP Fiscal Calculations Food Service**  
 Department of Social Services  
 RFP# 2024-006VF

**FOOD SERVICE AT ERIE COUNTY SECURE AND SPECIALIZED SECURE DETENTION  
 FEE-FOR-SERVICE**

Indicate in the chart below the proposed cost per meal for the 2025-2027 periods. Meal prices shall be adjusted annually, not to exceed 4% annually. The meals must be proposed at a level that reflects their total actual cost including delivery, administrative/management overhead, and the proposer's anticipated profit.

Complete the 2024 column if you currently provided this service under contract to Erie County DSS.

Fee-for-Service Contract	2024 Current Fee-for- Service	2025 Proposed Fee-for- Service	2026 Proposed Fee-for- Service	2027 Proposed Fee-for- Service
Cost per Breakfast				
Cost per Lunch				
Cost per Dinner				
Cost per Evening Snack				
Cost per Premium Snack*				
Cost per Holiday Meal ^				
Maximum Annual Cost (Daily Cost * 365 days)				

\* Premium Snack (not snack size candy/chips) - Offered in addition to evening snack to Level A Youth, 15 on average, approximately once a week.

^ Holidays in which a special meal will be expected for lunch and dinner include Thanksgiving Day, Easter Day, Christmas Eve and Christmas Day, New Year's Day, 4th of July and Martin Luther King Jr day. Specific meals will be discussed with the agency that is awarded the RFP.



**RFP APPENDIX C: Supplemental Information**

Department of Social Services

RFP# 2024-006VF

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.





**RFP APPENDIX D: Sample Menu**

Department of Social Services  
RFP# 2024-006VF

**DAY 1**

**BREAKFAST**

100% Juice  
Dry cereal, ex. Whole Grain, Captain Crunch, Fruity Pebbles, Cookie Crisp  
Omelet (made from fresh eggs)  
French Toast  
Syrup  
Choice of Mik  
Fruit

**LUNCH**

Lasagna  
Garlic roll  
Tossed salad (mixed greens, tomatoes, cucumbers, etc.)  
Salad Dressing  
Corn  
Fruit  
Choice of Mik

**DINNER**

Tyson Chicken Nuggets (10) or 2 Chicken Patties  
Hamburger bun  
Macaroni and cheese (good quality, not watery)  
Mixed vegetables  
Pudding  
Kool Aid

**SNACK 1**

100% Juice  
Choice of Mik  
Sandwich (peanut butter/jelly, tuna fish, etc.)  
Banana Bread

**PREMIUM SNACK**

100% Juice  
Choice of Mik  
Brand Name Regular size Candy Bar  
Brand Name Regular size Bag of Chips

**DAY 2**

**BREAKFAST**

100% Juice  
Dry cereal, ex. Captain Crunch, Fruity Pebbles, Cookie Crisp  
English muffin  
Turkey sausage patty (quality sausage)  
Yogurt  
Choice of Mik  
Fruit

**LUNCH**

Pizza (pepperoni or cheese)  
Cucumber tomato salad  
Carrots  
Salad Dressing  
Fruit  
Choice of Mik

**DINNER**

Cheeseburger (2) (hamburger, cheese, ketchup, hamburger bun)  
French fries  
Tossed salad (mixed greens, tomatoes, cucumbers, etc.)  
Salad Dressing  
Pudding  
Kool Aid

**SNACK 1**

100% Juice  
Choice of Mik  
Sandwich (peanut butter/jelly, tuna fish, etc.)  
Buttermilk biscuits

**PREMIUM SNACK**

100% Juice  
Choice of Mik  
Brand Name Regular size Candy Bar  
Brand Name Regular size Bag of Chips

The following items to be offered on menu:

- Beef
- Premium quality of sausage
- Include alternate meal choice of tuna fish sandwich 3 days/week in addition to peanut butter jelly alternative meal choice provided daily



## **RFP APPENDIX E: Food Quality Specifications**

Department of Social Services  
RFP# 2024-006VF

### Minimum specifications:

- Beef, veal, pork, and lamb shall be of at least USDA Good. The fat and/or soy content of all ground meat products to be used cannot be more than 20% and 6% respectively. All breaded products must have a product weight of 3 oz. before breading.
- Poultry shall be at least USDA Grade B. Chicken quarters can be no less than 8 oz. raw weight. Legs or thighs must be 6 oz. minimum raw weight. All breaded products must have a product weight of 3 oz. before breading.
- Canned fruits and vegetables shall be at least USDA Grade C (or standard).
- Frozen fruits and vegetables shall be at least USDA Grade B.
- Fresh produce shall be at least USDA No. 2.
- Dairy products shall be at least USDA Grade A. (Butter may be substituted for margarine if it is a commodity item.) 2% skim and nonfat chocolate fresh, fluid milk fortified with Vitamins A and D shall be served at breakfast, lunch and dinner and snacks if applicable. Dry/powdered milk may be used in cooking/baking.
- Eggs shall be at least USDA Grade B Large.
- Frozen fish and seafood must be a nationally distributed brand, packed under continuous government inspection. All breaded products must have a product weight of 3 oz before breading.
- Bakery products - A minimum of 60 percent whole-grain products must be used. As long as they are within their "sell-by" dates, day-old breads may be purchased but must be used within 48 hours or frozen until the time of use (seven- day maximum hold).
- Contractor may not purchase "second market" or distressed food items without the prior written approval of the Counties.

Proposals including higher quality of foods will be favored. Examples:

- Is it fresh or dry/packaged?
- Is it whole, natural, or manufactured? i.e., fresh eggs vs. liquid egg mixture (pre made)
- Is it organic?

For reference:

School Meal Standards Comparison Chart | Food and Nutrition Service: <https://www.fns.usda.gov/cn/school-meal-standards-comparison-chart>