

COUNTY OF ALBANY

REQUEST FOR PROPOSALS DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES



RFP #2020-090

NON-SECURE DETENTION SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: NON- SECURE DETENTION SERVICES

RFP NUMBER: 2020-090

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ ☐] **Yes / Δ No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2020-090

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-090

Sealed Proposals for **Non Secure Detention** as requested by Children Youth and Family Service will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 21, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on August 6, 2020

Karen A. Storm
Purchasing Agent

Dated: August 3, 2020
Albany, New York

PUBLISH ONE DAY – AUGUST 6, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – AUGUST 6, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NON-SECURE DETENTION SERVICES
ALBANY COUNTY DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
RFP #2020-090

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for **Non-Secure Detention Services** as requested by **Albany County Department for Children, Youth and Families**.
- 1.2 Albany County is requesting proposals to provide Non-Secure Detention Services. Per Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York, detention is defined as "...the temporary care and maintenance, away from their homes, of children held pursuant to article three of the Family Court Act..." All non-secure detention facilities must be certified by the New York State Office of Children and Family Services.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Eight (1 original and 7 copies) copies and (1 Electronic file on CD or USB) of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday August 21, 2020** at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by Albany County Department for Children, Youth and Families and Department of Probation.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications, **limit of 2 pages**, including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with Non-secure Detention Services.
- 3.5 Provide at least two (2) references (families and/or youth who have received services) from similar projects including name, addresses and telephone numbers.

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
- 3.7** In addition, Albany County may make such investigations it deems necessary to determine the ability of the PROPOSER to perform the work. The PROPOSER shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information is not submitted within the required timeframe or if the information submitted by, or investigation of, such PROPOSER fails to satisfy the County that such PROPOSER is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. **Conditional Proposals will not be accepted.**
- 3.8** While providing the services described in the Agreement, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, the Governor’s executive orders and guidelines and requirements; and the federal government (including, but not limited to, the CDC guidelines), and the Contractor shall be subject to the provisions of the County’s Local Emergency Order re Covid-19 and all supplements/renewals to said order

SECTION 4: SCOPE OF SERVICES

4.1 Introduction:

Albany County Department for Children, Youth and Families is committed to excellence, professionalism, integrity and is uniquely structured to deliver an integrated, diverse, holistic set of services, in collaboration with families and communities to empower families to create a safe, nurturing environment in which children can grow, thrive and reach their full potential.

Albany County is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles--child-centered, family-focused, community based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels.

Albany County has, through consultation with the Vera Institute and formation of its own Juvenile Justice Steering Committee, focused on reducing the use of detention and promoting community based alternatives for intervening with youth who interact with the juvenile justice system over the past several years. In 2013, Albany County was chosen as a Juvenile Detention Alternative Initiative (JDAI) pilot site in New York State. JDAI is an Annie E. Casey Foundation nationally known initiative to further reduce the unnecessary and inappropriate use of detention for youth. The Eight Core Strategies of JDAI include:

- Collaboration among juvenile justice agencies, community organizations and other governmental agencies
- Use of data in making policy and practice decisions
- Objective instruments to guide detention decisions (RAI)
- Operation of a continuum of non-secure detention alternatives
- Case processing efficiencies to reduce time between arrest and case disposition

- Safe reductions of special populations (i.e. violations of probation, warrants and cases awaiting placement)
- Racial/ethnic fairness in policy and practice decision-making
- Improving conditions of confinement

The following illustrates the trends in detention usage in Albany County:

	Detention Care Days	
Year	Non Secure	Secure
2004	6454	2927
2005	6281	3002
2006	4994	2797
2007	4450	2565
2008	4108	2588
2009	3263	2104
2010	4217	2618
2011	2615	2333
2012	2344	1416
2013	2015	1622
2014	1540	1399
2015	2062	2030
2016	2409	1480
2017	1796	1701
2018	1166	947
2019	1542	714

4.2 General Requirements of All PROPOSERS:

1. The PROPOSER, either directly, or through an authorized, DEPARTMENT approved, representative, shall provide Non-Secure Detention services for youth, and comply with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York and the regulations of the New York State Office of Children and Family Services.
2. The PROPOSER must have at time of proposal submission all licenses, approvals and certifications to provide Non-Secure Detention Services for youth as required by New York State Codes, Rules and Regulations, the regulations of the NYS Office of Children and Family Services, and currently required by the laws of any applicable municipality. The PROPOSER must keep such documents in full force and effect during the term of contracted services, or any extension, and comply within the required time to secure any new license so required.
3. All staff performing services shall be legally qualified, screened, licensed and supervised in their respective disciplines as per Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York and regulations of the NYS Office of Children and Family Services. Staff transporting youth shall possess a valid driver's license throughout the course of their employment. All medical and clinical staff shall comply with ethical standards for the provision of medical and mental health services as established by their respective disciplines.

4. The PROPOSER and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning. Further, the PROPOSER will be subject to the DEPARTMENT's quality assurance processes including, but not limited to, announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, and any other practice initiated by the DEPARTMENT for the purpose of insuring compliance and the delivery of quality services. Any subcontractors or collaborators of services with the PROPOSER will also be subject to the DEPARTMENT'S quality assurance processes. The results yielded by these quality assurance processes will be a factor when determining if the DEPARTMENT will continue to utilize the PROPOSERS service(s) and for reference in future RFP scoring.
5. The PROPOSER will not issue any case specific reports or letters of recommendation without **prior review** by the DEPARTMENT inclusive of court ordered family assessments, psychological, etc. The PROPOSER will insure that all final reports are received by the DEPARTMENT'S case manager and any requested parties that are legally authorized to receive them in accordance with State and Federal laws, including, but not limited to, the DEPARTMENT and Family Court, no later than two (2) business days in advance of a scheduled appearance. The PROPOSER will insure the presence of staff at Family Court proceedings as requested by either the DEPARTMENT or Family Court.
6. The PROPOSER agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law.
7. The PROPOSER will be the designated entity after hours for the completion and decision making related to the NYS mandated Detention Risk Assessment Instrument in Albany County consistent with the Albany County approved DRAI Implementation Plan. As such, the PROPOSER must comply with all training, clearances and processes as required by NYS and Albany County for the NYS DRAI. PROPOSER needs to outline how such will be accomplished and what staff will be utilized by PROPOSER to meet this requirement.
8. The PROPOSER is responsible for completing and submitting a monthly report (in a format as agreed to during the contracting process) to the Adolescent Services Case Supervisor B or designee within five (5) business days following the end of the month. The Department will use this data to track PROPOSER outcomes including entry into foster care, disrupted placements, AWOLs, staff vacancies and other important programmatic outcomes.
9. DCYF is committed to the reduction of Racial and Ethnic Disparities (RED) of children in Detention Services, Juvenile Justice contact, and throughout all of our programs. The Albany County RED action team work includes a specific focus of addressing disproportionality and disparity in Juvenile Justice system. The work will be data driven. The PROPOSER will be expected to implement practice changes proposed by Albany County in a timely manner.
10. The PROPOSER will identify biological fathers, or non-respondent parent/guardians within five (5) days of receiving the youth and employ strategies which engage fathers consistently. PROPOSER must outline how this will be accomplished. Case records need to

document efforts to engage fathers, or non-respondent parent/guardians, in services.

PROPOSERS need to be clear how they will accomplish this even if there are challenges to overcome (i.e. orders of protection).

11. The PROPOSER will also be responsible for completing the Relative Data Checklist (as per Appendix B) within five (5) days of receiving the youth, unless otherwise noted in this RFP.
12. The PROPOSER will work in collaboration with the agency that will be providing Aftercare services through the Family Assessment Intervention program to reduce the length of stay in detention and develop family safety plans. The PROPOSER and the Family Assessment Intervention provider will employ family engagement strategies to develop plans for the Family Court Judges to review that would return the youth back to his/her community or an alternate resource. Strategies and participation in Family Team Meetings, Service Plan Reviews and/or other program meetings are essential.
13. The PROPOSER shall provide Non-Secure Detention services program founded on best practice principles, specifically:
 - a. the program design shall be client-centered and family-focused, treating the family as a partner in assessment and intervention and repudiate detention as punitive;
 - b. program and Proposer shall demonstrate cultural competence;
 - c. program shall focus on safety, permanency and the well-being of the youth;
 - d. program shall have specific strategies to successfully work with the Juvenile Justice population;
 - e. program should promote positive youth development
 - f. program design shall incorporate youth and family linkages to natural community supports to promote independent family functioning (in an effort to reduce recidivism);
 - g. Proposer shall have a working knowledge of current theory and practice in child welfare, juvenile justice, children's mental health, youth services including compliance with State and Federal rules and regulations

4.3 Program Area:

For the program area listed below, there is a minimum guaranteed bed capacity for a combination of males and females. Please note, the County reserves the right to decrease the number of Non-Secure Detention beds requested when awarding the contracts.

Albany County reserves the right to amend the funding structure and service programming, in collaboration with awarded Agencies, during the course of contractual agreements in order to most effectively and efficiently meet the overarching goals of services in Albany County. It is not the County's intent to substantially change the services being provided but to offer flexibility in how these services are managed once the program is in place.

A. Non-Secure Detention Services: (10 page limit)

Service Area Definition:

Albany County is seeking proposals for a Non-Secure Detention program for males and a Non-Secure Detention program for females. Clients of the Non-Secure Detention programs will be adolescent males or females JDs ages 7-17 years old who are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court. For JD youth this must occur after the completion of the NYS Detention Risk Assessment Instrument (DRAI), which indicates their appropriateness for same. PROPOSERS may propose to operate a male Non-Secure Detention program and a female Non-Secure Detention program. PROPOSERS need to outline how they would program for each population separately. There is an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserves the right to purchase additional beds on an **as needed basis at the same rate as the guaranteed bed rate.**

Certification must be attached as an Addendum to this proposal or the proposal will not be considered.

Payment for the minimum guaranteed bed capacity for both the male and female Non-Secure Detention programs will be made on a monthly basis. PROPOSERS need to outline the proposed monthly rate for such minimum guaranteed bed capacity. PROPOSERS also need to outline what the maximum bed capacity for each program is and the proposed daily rate for any beds over the minimum guaranteed capacity, recognizing that Albany County is seeking the same rate for any bed usage with the awarded PROPOSER.

Length of Stay: Non-Secure Detention programming is expected to be strength based, family focused and grounded in Youth Development principles. Therefore the youth's average length of stay at Non-Secure Detention should be less than 10 consecutive days per court referral unless extended based on the authority vested in the Albany County Family Court. Length of stay should also be consistent with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Service Area Outcomes:

- 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention Services.
- 90% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention services

The PROPOSER needs to clearly outline a plan to incorporate the following into their Non-Secure Detention services:

Intake and Admission:

The PROPOSER needs to clearly outline the Intake process for Non-Secure Detention Services. The Intake process must include the ability of intake staff to accept and respond to

admissions and requests for releases on a 24-hour, 7 days a week basis. Engagement of the youth's parent/guardian immediately upon referral of the youth to the facility is mandated. The PROPOSER must also outline how face to face contact with the family will occur within 24 hours of the youth entering the facility. PROPOSERS in this section will also need to employ strategies that focus on rapid family engagement, specifically through the use of parent partners or other means, which must be clearly identified in the proposal. The PROPOSER may provide these services (parent partners) or contract with a partner agency. PROPOSERS will need to outline any planned subcontracted services and how such collaborative services will be delivered in order to address the requirements of this RFP.

The Intake process must also include the following written information from the parent/guardian the:

(1) name and telephone number of the child's physician or medical service provider; (2) instructions or actions to be taken in case of an emergency; (3) authorization for provision of emergency medical services for the youth; the names, addresses and telephone numbers of the child's parent(s)/guardians, and if such parent/guardian is absent from the home, instructions how to contact the parent/guardian; and any necessary instructions regarding the child's care; (4) any and all allergies the youth has; (5) consent, and physician orders for any medication which is to be dispensed to the youth during programming. A standardized pre-admission form as well as a standardized admission process is recommended.

Admission criteria must be consistent with Title 9 and Title 18 of the Official Compilation of Codes, Rules and Regulations of the State of New York. All referrals authorized by the Family Court based on such admission criteria will be on a no-decline basis pending available capacity at the facility. PROPOSERS must outline any other criteria proposed beyond these admission criteria.

Prior to receiving approval to remove a youth from Non-Secure Detention services, the PROPOSER must give notice of such request to the DEPARTMENT, detailing the reasons for the requested removal. If deemed appropriate by The DEPARTMENT, then this request will be provided to the Family Court Judge who will grant or deny the request pursuant to the Family Court Act. The PROPOSER must outline in the proposal those circumstances which it believes would rise to the level of such request.

The initial interview of the youth by facility staff should convey: (1) the concern for mutual respect and safety; (2) the program expectations; (3) available resources at the facility and through aftercare services for the youth; (4) information regarding the youth's rights, the grievance procedure, and confidentiality. This initial interview should also be the vehicle to engage the youth and assist the youth with developing short-term goals and objectives.

If the agency providing Family Assessment Intervention services engaged the youth at Family Court prior to the youth being ordered to detention, their accompanying documentation or any other assessment must be provided to the non-secure detention facility.

The PROPOSER needs to outline the screening tools to be implemented for medical screening and mental health screening. The mental health screening should include a suicide risk assessment, substance abuse screen, trauma screen, and behavioral patterns, including violence. Please include with your proposal any standardized screenings utilized for these purposes.

For JD youth who are referred to the facility by a local Police agency, the NYS Detention Risk Assessment Instrument (DRAI) will be completed by the PROPOSER on these youth prior to admission and must indicate the appropriateness of the youth's admission, and the results will be provided to the DEPARTMENT, Probation, the Court, the Attorney for the Child, and the Presentment Agency, prior to the initial Family Court appearance.

Searches:

The PROPOSER needs to also clearly outline the search policy of the agency, including when searches will be conducted, by whom, and a specific protocol to be followed in the event the youth refuses to be searched. The PROPOSER needs to be specific as to how such searches will be implemented consistently in a dignified and private manner.

Records:

The PROPOSER must outline how accurate records of each youth placed in Non-Secure Detention will be kept as required by the regulations of NYS OCFS and Title 9 and Title 18 of NYCRR. Such outline must also include how such records will be kept confidential by the PROPOSER pursuant to statute.

Collaboration with community supports and current service providers:

The PROPOSER must outline how they will collaborate with any current community support or service providers working with the youth and family. They must also outline how they will effectively work with any aftercare services for the youth, including allowing such service providers frequent and consistent communication with the Non-Secure Detention staff, youth and family with the goal to safely shorten the length of stay for the youth in Detention and to reduce recidivism.

Crisis intervention services:

The PROPOSER needs to provide clear specification as to what the protocol will be if a youth experiences a crisis while receiving Non-Secure Detention services, and the expectations of the parent/guardian by the program related to such crises.

Medication:

The PROPOSER needs to specify how quality of care related to medical and psychotropic medication of youth will be ensured. This should include a process by which consents to medicate are obtained from the parent/guardian; the procedures regarding youth admission if currently prescribed medication; the protocol should the youth refuse medication; a clear outline of the staff who will dispense medication to youth and the procedures around such; a protocol to ensure the youth has a psychiatric assessment within seventy-two (72) hours of admission to the facility, if indicated per the mental health screenings at admission, or if the youth is currently prescribed psychotropic medication.

Transportation:

The PROPOSER must be available to provide any transportation of the youth from or to Family

Court inclusive of transporting to non-secure detention on the day of admission. The PROPOSER must ensure transportation of the youth to any scheduled appointments (i.e. medical, mental health) by agency staff. The PROPOSER must also provide transportation for youth to and from pre- placement interviews and to placement agencies on date of admission or re-admission. Such transportation will include supervision by staff while the youth completes any interviews or intake processes, unless otherwise approved by the DEPARTMENT.

Education:

The PROPOSER must ensure education of the youth during the course of services in compliance with New York State and federal Education laws and regulations. All educational staff must possess and maintain, during the course of this contract and any extensions, required state and federal certifications for education of regular and special education students as per NYS and federal Educational laws and regulations. Educational staff must communicate timely and frequently with the youth's current educational program to ensure continuity of educational programming and provide any work completed by the youth during the detention stay to the youth's educational program staff.

Assessment:

The PROPOSER must specifically outline how the PROPOSER will work collaboratively with community services, any current preventive service or aftercare service providers to ensure an assessment, for each youth who is admitted to Non-Secure Detention, unless otherwise approved by the DEPARTMENT'S Adolescent Services Supervisor or designee. The PROPOSER needs to outline what will be contained in such youth assessment and how it will be completed within seven (7) **days** of the youth's admission to the facility. The written assessment will be provided to the DEPARTMENT for review prior to being released to any other entity. It should be noted though that a youth's detention stay should not be extended solely to complete any such assessments.

Casework services:

PROPOSER must ensure detention regulations regarding casework contacts are followed while the youth is in the detention facility. Casework contacts should include coordination with parents/guardians, existing service providers, schools and natural supports. The caseworker should also lead the treatment and reunification planning of the youth by gathering assessment information and building on the youth's strengths. The caseworker should also make any necessary treatment referrals for substance abuse and/or mental health services in instances where such services are needed and are included in the assessment and reunification plan. If there is an existing preventive or after care service provider working with the youth, PROPOSER must collaborate with that agency to ensure the appropriate referrals are in place for the youth. Again, a youth's detention stay should not be extended solely to ensure linkages to appropriate services.

Treatment:

PROPOSER must outline how youth will have access to individual, group and family counseling during their stay at the Non-Secure Detention facility and post discharge, as indicated by the initial screening of the youth, and assessment and consistent with Regulations.

Programming and Recreation:

PROPOSER must outline the daily programming of the youth outside of educational/vocational

hours. This is to include recreation, basic living skills instruction, positive behavioral management including promoting pro-social behaviors, and a plan for twenty- four (24) hour supervision of youth.

Missing Youth:

Consistent with NYS regulations, a youth shall be considered absent without leave from a facility when his or her whereabouts are unknown. The PROPOSER needs to outline what the protocols and practices are followed by the PROPOSER related to AWOL/Missing Youth and how such PROPOSER intends to collaborate and communicate with the family members, local Law Enforcement, Family Court and the DEPARTMENT regarding such youth.

Family Contact:

PROPOSER must outline the visitation policies of the facility, which should support and recognize the importance of the youth maintaining contact with those who are strong and supportive individuals in the youth's life; these individuals may or may not be the immediate family of the youth. The visitation policies must also take into account the required management of the entry of nonresidents into the facility and their interaction with other youth in the facility.

It is the expectation of the DEPARTMENT that PROPOSERS will form a collaborative working relationship with Family Court, Albany County Probation and local Law Enforcement agencies to ensure effective communication regarding the appropriate utilization of Non-Secure Detention services and the implementation and monitoring of the NYS Detention Risk Assessment Instrument. It is the expectation of the DEPARTMENT that lower levels of care continue to be utilized when appropriate, and that youth are safely reunited with their family or a natural resource within the community as expeditiously as possible.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one (1) year with the option to renew for two (2) years, at one-year intervals at the sole discretion of the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL: (3 page limit)

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Budget Proposal Form included herein.
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must

be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II: (2 page limit)

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV: (10 page limit)

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V: (3 page limit)

Budget Proposal Section - The Budget Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any Budget proposal forms furnished by the County must be included in this section.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

- 8.2 Proposals received will be evaluated by a committee with representation from the Albany County **Department for Children, Youth and Families** and the **Probation Department**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Agency's proposal fulfills requirements outlined in RFP for Non-Secure Detention Services	10%
Proposed program clearly articulates a strategy for engagement of families and involving them in a meaningful way consistent with requirements of RFP	15%
Agency's proposal outlines key performance indicators and process for tracking outcomes	10%
Proposed program design and articulates a clear program strategy that is based on best practice principles as outlined in the RFP	10%
Agency's history demonstrated capacity in successfully delivering proposed or similar services.	10%
Proposed program has specified plan to collaborate with either a current prevention program and/or with a community/neighborhood based program in order to provide enhanced services to the families of Albany County	10%
Budget Proposal- Guaranteed Monthly Rate	20%
Budget Proposal- Daily Bed Rate over minimum guaranteed capacity	15%

- 8.3 Proposals will be examined and evaluated by the Albany County Department for Children, Youth and Families and Probation Department with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT NEEDED

SECTION 10: ALTERNATIVES

- 10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

- 11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

- 12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycounty.com

- 12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.
- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**

- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW".

Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or

required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

- 21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.
- 21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 21.3 In an effort to assist Proposers with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISION AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such

officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

- 23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this BID/RFP/RFQ, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP, RFQ, RFB; 3) the Contractor's proposal or bid.

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

- 25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or

products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

BUDGET Format

For all proposals the following format must be followed and submitted as a typed document. Handwritten documents or proposals that do not follow this format will not be considered. For agencies proposing more than one program, a separate budget for each program must be submitted.

EXPENSE CATEGORY						
Personnel Services	Annual Salary	% of Time	Total Salary	In Kind Agency Donation	Other Grant Funds	Funding Request
List all personnel associated with this program	List Annual Salary	% of time spent on this program	List total salary attributed to program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Fringe Benefits			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List fringe benefit expenses attributed to this program			Total amount of fringe for this program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Contractual Expenses			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List all contractual expenses by category (ex. Supplies, rent, electricity)			Amount of contractual expense line item.	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Administrative Overhead (limited to 10% of total request)			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
Administrative Overhead allocated to this program			Total Amount of Overhead	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program

Total Funding Request From Albany County: _____

Minimum Guaranteed Bed Capacity for Non-Secure Detention monthly funding request: _____

Daily Non-Secure Detention rate over minimum guaranteed capacity funding request: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

ATTACHMENT “C”

ALBANY COUNTY

VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. <input type="checkbox"/> Yes <input type="checkbox"/> No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;"> a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="width: 80%;"> b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual’s name, business title or consulting capacity and the official political position held with applicable service dates.</i> </div> <div style="width: 15%; text-align: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div>			

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</p> <p>b) file returns or pay New York State unemployment insurance? Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</p> <p>c) Property Tax Indicate the years the vendor failed to file.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this _____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

NOTICE OF JOB VACANCIES

1. The Contractor recognizes the continuing commitment on the part of Albany County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.
2. The Contractor is encouraged to notify the County when the Contractor has or is about to have a job opening for a full time position within Albany County or any contiguous County. The County requests that notice be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice should contain information that will facilitate the identification and referral of appropriate candidates. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per week, location and qualifications (education and experience).

3. Please provide notice of job vacancies in writing to:

Albany County Job Alert Line
Albany County Department of Social Services
162 Washington Avenue
Albany, NY 12210

Fax: (518) 447-7613
Telephone: (518) 447-7678

4. The Contractor recognizes that this is an opportunity to make a good faith effort to work with Albany County for the benefit of the community. Nothing contained in this provision however, shall be interpreted as an obligation on the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice.